


675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: February 5, 2013

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Jim Stretton  City Manager

Date: January 31, 2013

Subject: Draft Housing Code

Recommendation:

That the City Council:

1. Receive the Draft Housing Code for your review; and
2. After reviewing the document, consider scheduling a Study Session for further review and discussion.

Background and Discussion

In May of 2011 staff was directed to prepare a Draft Housing Code for the City including a Rental Home Inspection Program (RHIP). Staff actually completed the Draft shortly thereafter. Staff met with the Humboldt Association of Realtors Government Review Committee (GRC) and discussed the City's intent on developing a Housing Code, including the Rental Housing Inspection Program. The GRC expressed concerns regarding the RHIP and the associated costs, including the fact that the costs would be affecting the rental rates and the affordability of housing in general in the City. Furthermore they felt there may be privacy issues. They also felt that there were existing provisions in the Health and Safety Code regarding substandard dwellings that could be enforced to address most if not all the concerns the City may have.

At the time, based in part on the GRC's concerns and the fact that there were a number of changes occurring, the City Manager at the time decided to put the program on hold.

At this point, the City Manager recommends that we distribute the document to the Council and allow time for your Council to review the information and schedule a Study Session for further review and discussion.

Attachments:

1. Draft Housing Code.
2. Rental Housing Inspection Checklist.
3. Rental Housing Inspection Application for Exemption or Waiver.
4. Resident's Right's Handout
5. Health & Safety Code, Section 17920.3, Substandard Buildings/Dwellings.

**Rio Dell Housing Code
Title 14**

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Title 14
HOUSING CODE
Chapter 14.05

Article I
ADOPTION, SHORT TITLE, PURPOSE, FINDINGS, SCOPE and DEFINITIONS

Sections:

14.05.10	Adoption
14.05.20	Short Title
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14.05.010 Adoption.

(1) There is hereby adopted a Housing ordinance for the City of Rio Dell, State of California, as provided pursuant to the provisions of State of California State Housing Law, Division 13, Part 1.5 of the State of California Health and Safety Code, Division 13, Housing, and the Health and Safety Code itself, all as amended from time to time by the Legislature of the State of California.

(2) This chapter incorporates by reference the State Housing Law and the Health and Safety Code, including administrative and enforcement mechanisms of Health and Safety Code Chapters 5 and 6 of Division 13, Part 1.5, as amended from time to time by the Legislature.

(3) These State of California Law and Codes preempt other provisions of this chapter in the event of differing or conflicting provisions. This chapter makes no local changes to the State Housing Law or State Housing Code due to local climatic, geographical or topographical conditions under Health and Safety Code Section 17958.5. Accordingly, no local legislative findings or filings are required under Health and Safety Code Section 17958.7

(4) The provisions of this title shall apply to all lands and all owners of lands within all the incorporated area of the City of Rio Dell.

14.05.020 Short title.

This title shall be known and cited as the "Rio Dell Housing Ordinance." In any administrative action taken by any public official under the authority set forth in this title the use of the term "housing ordinance," unless further modified, shall also refer to and mean this title.

14.05.030 Purpose.

(1) This title is adopted to promote and protect the public, health, safety, morals, comfort, convenience and general welfare and to ensure social and economic stability within the City of Rio Dell. Substandard housing has caused health risks to its occupants and those who reside in the surrounding neighborhood. Additionally, substandard housing has significantly contributed

to neighborhood blight. As a result, substandard housing is a nuisance that threatens the public's health, safety and welfare of the citizens and community of Rio Dell.

(2) To eliminate this nuisance it is imperative to establish enforceable minimum standards for residential buildings. The purpose of this chapter is to establish such standards for maintaining all residential buildings within the City of Rio Dell and thereby safeguard life, limb, health, property, safety, and welfare of the public.

(3) The City is under a state mandate to have a program to enforce the provisions of the State Housing Law. Unsafe housing is a community blight often associated with unlawful activity. While the cost of enforcement is significant, the result of failing to abate substandard housing has more adverse and far reaching consequences such as loss of housing and displaced individuals.

(4) Complaint initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community. An increased level of service which includes routine inspections of rental housing units has been determined to be necessary to eliminate substandard housing in the City.

(5) Having determined the appropriate level of service to be provided by a housing code enforcement program, it is also determined that those persons who violate the State Housing Law should bear the greatest practical share of the costs of operating such a program through enforcement fees and penalties. However, the establishment of such a program requires revenue to fund its implementation costs and to fund the difference between the ongoing costs of such a program and the revenue collected from violators through enforcement fees and penalties. The source of this revenue must be reliable if such a program is to achieve its objectives. Collection of enforcement fees and penalties is inherently unreliable as a funding source, and therefore cannot be relied upon either to establish the initial operating revenue for such a program or to fully support its ongoing operational costs.

(6) It is therefore necessary to levy a Rental Housing Code Compliance Fee for the purpose of generating the revenue required to fund the implementation and ongoing operating costs of such a program. The Rental Housing Code Compliance Fee may be adjusted annually, as necessary, for the purpose of ensuring adequate funding for the program. The Rental Housing Code Compliance Fee is a supplemental funding source for this program, intended to make up for any actual or forecast deficiencies in total program costs not generated from the collection of business license fees, enforcement fees and penalties from violators.

14.05.030 Findings:

The Rio Dell City Council finds as follows:

(1) It is imperative to establish enforceable minimum standards for residential buildings and to provide a program for enforcing these standards which is self-supporting.

(2) Complaint-initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community.

(3) Violators of the State Housing Law must bear the largest feasible share of the cost of housing Code enforcement.

- (4) Rental property owners derive a substantial benefit from a housing Code enforcement program and should therefore contribute to a portion of program costs.
- (5) Residents of rental property also benefit from a housing Code enforcement program and should therefore contribute to program costs indirectly through the cost of renting such housing.
- (6) It is necessary to establish an operating fund, which is separate from the City's general fund, for the purpose of implementing a housing code enforcement program and operating it on an ongoing basis. It is necessary that this source of funds be predictable and reliable for the efficient and continued operation of such a program. The imposition of a Rental Housing Code Compliance Fee is an appropriate means to accomplish this purpose.
- (7) It is recognized that the majority of rental housing property owners comply with the State Housing Law and applicable City ordinances, and that only a relatively small percentage violate these laws. And while it is the intent of this chapter that this group of violators should pay for as much of the cost of a housing Code enforcement program as is practical and feasible, it is also recognized that the collection of enforcement fees and penalties from violators can be a protracted and costly process, and that reliance thereupon as the sole source to fund such a program is inherently speculative and unrealistic. Therefore, while the primary source of revenue for this housing code enforcement program is intended to come from the collection of enforcement fees and penalties from violators, in their absence, the Rental Housing Code Compliance Fee is intended to make up program cost deficiencies. The reliance of such a program on the City's general fund for its cost of operation shall be minimized to the greatest extent possible.
- (8) This chapter satisfies the City's legal obligations under the State Housing Law.

14.05.50 Scope

The provisions of this chapter shall apply to all new and existing buildings or portions thereof used, or designed or intended to be used, for human habitation. This chapter is not an exclusive regulation of housing within the City of Rio Dell. It shall supplement, be accumulative with, and be in addition to any and all regulatory ordinances and State or Federal law existing or hereafter enacted by the City, the State or Federal government or any other legal entity that may have jurisdiction.

14.05.60 Definitions

For purposes of this chapter, the following definitions shall apply:

"Board" means the (APPEALS BOARD...Board of Abatement Appeals (Section 15.10.100 RDMC))?

"Boarded Building" means a building in which at least 30 percent of the window and/or door surface has been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

"Building" means any structure having a roof used or intended to be used for the shelter or enclosure of persons, animals or property.

“Building, accessory” means a detached subordinate building located on the same building site as the main building and designed and intended for a use which is subordinate to the main building.

“Building Code” is the California Building Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Building, main” means a building in which is conducted the principal use of the building site on which it is situated.

“Building Official” means the City of Rio Dell Building Official established pursuant to Chapter 15.05 of the Rio Dell Municipal Code or his designee.

“Building, vacant” means a building that has been standing vacant for more than 90 consecutive days.

“City Council” shall mean the City Council of Rio Dell.

“City Manager” means the City Manager of Rio Dell, or his or her designated representatives.

“Clerk” means the Clerk of the Rio Dell City Council, or his or her designated representative.

“Complaint” means notification by any person, filed with the City of Rio Dell, of a violation or a suspected violation of the Rio Dell Municipal Code or this chapter.

“Council” means the City Council of Rio Dell.

“County” means the County of Humboldt.

“Demolish” means to destroy a building and to remove all debris and waste materials from the lot on which the building stood.

“Director” means the City of Rio Dell Housing Director and/or Community Development Director.

“Displaced” mean if a tenant is ordered to move out of a rented dwelling unit or structure by an order to vacate issued by the City.

“Dwelling” means any building or portion thereof containing one or more dwelling units designed or used exclusively as a residence for one or more families, but not including a tent, boat, trailer, mobile home, dormitory, labor camp, hotel or motel.

“Dwelling, multiple-family” means a building or portion thereof containing three or more dwelling units.

“Dwelling, single-family” means a building containing exclusively one dwelling unit.

“Dwelling, two-family” or “duplex” means a building containing exclusively two dwelling units under a common roof.

“Dwelling unit” means one room, or a suite of two or more rooms, designed and intended for occupancy or a place of residence by one family, and which unit has one kitchen or kitchenette. **“Family”** means a person living alone, or two or more persons related by blood, marriage or adoption, or a group of not more than five unrelated persons living together as a single nonprofit housekeeping unit in a dwelling unit.

“Electrical Code” is the National Electrical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Enforcement” means diligent effort to secure compliance or abatement, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this chapter, “enforcement” may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to such existing buildings.

“Fire Code” is the Uniform Fire Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Fiscal Year” means the year beginning July 1 and ending June 30.

“Garbage” means any refuse and waste material derived from the preparation, use and consumption of meats and food and all dead fish, animals, fowl, fruits, vegetables, and other noxious or offensive matter or material usually and ordinarily referred to as garbage or market refuse.

“Hearing Officer” means the City Council to hear matters as provided for and described in this chapter. The hearing officer (City Council) shall also serve as the housing appeals board as that term is used in the State Housing Law.

“Housing Code” means this chapter and includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code and the State Housing Law.

“Landlord” means an owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any dwelling, or the agent, representative, or successor of any of the foregoing.

“Mechanical Code” is the Uniform Mechanical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Notice and Order” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the nuisance and/or substandard condition be repaired, removed or demolished to the satisfaction of the City.

“Notice to Abate Nuisance” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the that if the nuisance and/or substandard condition has not repaired, removed or demolished within the timeframe established in the Notice of Nuisance to the satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder’s Office.

“Notice of Nuisance” means that if the nuisance and/or substandard condition is not repaired, removed or demolished within the timeframe established in the Notice and Order to the

satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder's Office.

"Notice of Release of Nuisance" means that nuisance and/or substandard condition has been repaired, removed or demolished to the satisfaction of the City. The City shall file and record such notice with the Humboldt County Recorder's Office.

"Nuisance" means any condition declared by statute of the State of California or ordinance of the County of Humboldt or City of Rio Dell to be a nuisance, any condition potentially detrimental to any member or members of the public, including conditions which are unsafe, potentially unsafe, obstruct the free use or enjoyment of property, or diminish property values.

Or

"Nuisance" or "public nuisance" includes any public nuisance known at common law or in equity jurisprudence; any attractive nuisance which endangers health and safety and may prove detrimental to infants and other minors, whether in a building, on the premises of a building, or upon an unoccupied lot including any abandoned wells, shafts, basements and excavations; abandoned refrigerators; abandoned, dismantled or inoperable motor vehicles or parts thereof or machinery; any unsound fences or structures; any lumber, trash, fences, debris, or vegetation which may prove a hazard for inquisitive minors; whatever is dangerous to human life or is detrimental to health; any condition, matter, or thing declared by any law of the City of Rio Dell or the State of California to be a nuisance; abandoned buildings or structures in such neglected condition that the owner's intention to relinquish all further rights or interests in them may be reasonably concluded; abandoned structures or property that create a condition tending to reduce the value of private property; promote blight and deterioration; invite plundering; create fire hazards; harbor rodents and insects; jeopardize health, safety and general welfare; annoy, injure or endanger the safety, health, or offend the public decency; unlawfully interfere with, obstruct or render dangerous for passage any public park, square, street, alley or highway. -

"Nuisance Abatement" means the correction, removal, stoppage, demolition or destruction of that which causes a nuisance.

"Nuisance Abatement Revolving Fund" means the fund established by this chapter, of that name, which shall be maintained by the City Finance Department either as an account or a fund, and may, for the purpose of accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund. All such records with respect to any such fund shall at all times be maintained in accordance with sound accounting practice.

"Order to Vacate" is a written notice served by an authorized City official on the owner and posted on the affected property declaring that, due to failure to repair or maintain, the dwelling shall be vacated.

"Occupant" means any person over one year of age living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit.

"Owner" means the owner of fee title to a dwelling unit.

“Parties in interest” means all persons, businesses, partnerships, and corporations who have a mortgage or other interest of public record in a dwelling or dwelling unit, or who are in possession thereof.

“Person” shall include any person, firm, company, corporation, partnership, association, organization or entity.

“Planning Commission” shall mean the Planning Commission of the City of Rio Dell.

“Plumbing Code” is the Uniform Plumbing Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Private Property” means such property as belongs absolutely to an individual, and of which he or she has the exclusive right of disposition. Property of a specific, fixed and tangible nature, capable of being in the possession of an individual and transmitted to another, such as houses, lands, vehicles, etc.

“Program” means the Housing Code enforcement program created under this chapter.

“Proof of Compliance” is documentation, on such form and in such manner as the City may provide that the deficiencies noted in the order or citation issued by the City has been corrected.

“Public Property” is a designation of those things which are considered as being owned by the public, the entire state or community, and not restricted to dominion of a private person. The term may also apply to any property owned by a state, nation or municipality

“Public Record” means deeds, mortgages and other instruments of record relating to land titles and recorded by the Humboldt County Recorder.

“Rental dwelling unit” means the dwelling unit rented for any tenure, type or price.

“Rental Housing Business License Fee” means the fee assessed and adopted pursuant to Chapter 5.05 of the Rio Dell Municipal Code.

“Rental Housing Code Compliance Fee” means the fee assessed under this chapter for each rental dwelling unit.

“Responsible Fire Chief” means the chief of the Rio Dell Fire Protection District.

“Rubbish” means refuse matter, combustible and noncombustible, including tin cans, bottles, papers, ashes, wire, box strapping's, packing materials, lawn trimmings, trees, plants and other nursery stock, crockery, glass, brick, cement, motor vehicle bodies and discarded mechanisms, sawdust, mill trimmings, waste and all other material and matter similar to that herein mentioned. [Ord. 23 § 1, 1965.]

“State Housing Law” means Division 13, Part 1.5 of the Health and Safety Code (commencing at Section 17913) and Article 1 (commencing at Section 1) of Chapter 1, Title 25 of the California Code of Regulation.

“Substandard dwelling” has the same meaning as substandard building as set forth in Health and Safety Code Section 17920.3, or any successor statute.

“Summary Abatement” means the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

“Tenant” means the individual or individuals occupying a rental dwelling unit.

“Untenantable Rental Dwelling Unit” means a rental dwelling unit deemed untenantable for the purposes of this chapter, if it or the common area of the dwelling, structure, or premises in which it is located is the subject of a Housing Code citation or order pursuant to this chapter and substantially lacks any of the affirmative standard characteristics set forth in Civil Code Section 1941.1.

“Vacation Date” means the date by which a tenant is required to vacate a rental dwelling unit, pursuant to an order by an authorized City official.

14.05.70 Nuisances described.

(1) The following are some examples of situations that constitute a public nuisance. The list shall not be considered exhaustive. Additional situations may be determined to be a public nuisance by the City’s enforcement official and/or City Council.

(a) Abandoned Building or Structure.

(i) A building or structure which is not being inhabited, occupied or used.

(ii) A partially constructed, reconstructed or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for a period of three months or more.

(b) Attractive Nuisance.

(i) Property which is in an unsecured state so as to potentially attract infants, children, squatters or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act.

(c) A Building or Structure Which Is in a State of Disrepair.

(i) A building or structure which has broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers.

(ii) A building or structure the exterior, walls, fences, retaining walls, driveways, or walkways of which are broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts neighboring property or presents an endangerment to public safety.

(d) Property Inadequately Maintained.

(i) Property which contains overgrown, diseased, dead or decayed trees, weeds or other vegetation and/or refuse or scrap materials which by reason of location, character and visibility detrimentally impacts the surrounding neighborhood or community or can attract rodents and/or vermin, become a fire hazard or can be transported by wind or otherwise onto or upon any public street, alley, sidewalk or other public place.

(e) Property Which Creates a Dangerous Condition.

(i) Property which contains unused and broken equipment; structurally unsound fences, walkways, porches, decks or other structures; machinery which is inadequately protected; lumber, trash, fences, debris; storage of chemicals, motor oil, or toxic or hazardous materials; storage of abandoned vehicles, tires or parts thereof.

(f) Property Which Creates Visual Blight.

(i) Graffiti. [Ord. 239 § 4, 2000.]

Article II

VIOLATIONS, AUTHORITY, ABATEMENT PROCESS, PENALTIES

SECTIONS

14.05.080	Violations
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14.05.210	Lien.

14.05.80 Violations

(1) Existence of a Substandard Dwelling. All dwellings, or portions thereof, shall be maintained, repaired or reconstructed in accordance with the Housing Code. Any dwelling, or portion thereof, which has become a substandard dwelling as defined herein, is declared to be a **nuisance** and an infraction and shall be abated through correction, repair, reconstruction or demolition in accordance with applicable provisions of this chapter.

(2) Rent or Lease of Substandard Dwelling. It shall be unlawful and a violation of this Code for the owner(s) or parties in interest of any dwelling, or portion thereof, that is a substandard dwelling to rent or lease, or to offer for rent or lease the substandard dwelling, or any portion thereof. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code.**

(3) Failure to Obey Notice and/order. It shall be unlawful and a violation of this Code for any owner to fail or refuse to comply with the terms and provisions stated in any notice and order issued under this chapter. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code.**

(4) Rental Without Inspection. It shall be unlawful and a violation of this Code for any owner or party in interest to rent to another person a vacant dwelling unit which is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for Housing Code compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code.**

(5) Removing Notice and/order Without Inspection. It shall be unlawful and a violation of this Code for any individual to remove a notice to vacate attached to the structure of a vacant dwelling unit which is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for Housing Code compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code.**

Authority, Administration & Enforcement

14.05.90 Authority

(1) The California Constitution (Article XI, Section 7) grants cities the police power to enforce their nuisance abatement ordinances.

(2) The Rio Dell Community Development Department is hereby authorized and directed to administer and enforce the Housing Code, all of the provisions set forth in this chapter, and all regulations approved and adopted by the City Council as provided in **Section 14.05.100.** For such purposes, the Director or his designee shall have the powers of a law enforcement officer.

(3) Should any public nuisance not be abated within two weeks of the date stated in the notice and order or within the time extension granted by the City Council, the City shall have the authority to enter the property and abate the public nuisance thereon.

(4) In abating the nuisance, the City may go to whatever legal extent necessary to complete the abatement of the public nuisance, including removal and demolishing of the nuisance. All costs shall be recoverable. [Ord. 239 § 11, 2000.]

14.05.100 Administration

The Director may present to the City Council for approval and adoption those regulations which seem consistent with the purposes, intent, and express terms of this chapter as he or she deems necessary to implement such purposes, intent, and express terms. No regulation or amendments thereto, shall be enforced or become effective until thirty (30) calendar days following the date on which the proposed regulation or amendment has been approved by the City Council and filed with the Clerk. The Director shall have the power to render interpretations of this chapter and its regulations in order to clarify the application of its provisions. Such interpretations shall be in conformity with the intent and purpose of this chapter.

14.05.110 Authority to Enter and Inspect.

(1) The Director, subject to the consent given by an occupant who reasonably appears to be at least sixteen (16) years of age, has authority to enter and inspect any dwelling or premises whenever necessary to secure compliance with, or prevent a violation of, any provision of this chapter and any regulation adopted pursuant to this chapter. In the event consent of the occupant is not available, the Director may obtain an inspection warrant pursuant to the provisions set forth in the California Code of Civil Procedure (commencing at Section 1822.50).

(2) The owner, authorized agent of any owner, or any of the parties in interest of any dwelling, or portion thereof, may enter the dwelling, subject to the consent of the occupant, whenever necessary to carry out any instructions, or perform any work required to be done pursuant to this chapter.

(3) Subject to the provisions of California Code of Civil Procedure Section 1822.50 et seq. concerning inspection warrants, no person authorized by this Section to enter dwellings shall enter any dwelling between the hours of 6 o'clock p.m. of any day and 8 o'clock a.m. of the succeeding day, without the consent of the occupants of the dwelling.

14.05.120 Summary abatement.

(1) Summary abatement shall be executed when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

(2) Summary abatement is the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property. The abatement shall be at the expense of the person causing, committing or maintaining the nuisance or the owner of the property on which it is occurring. [Ord. 239 § 6, 2000.]

(3) If the Building Official finds from the inspection he/she has made, or caused to be made, of any building that there exists therein or on the premises thereof any conditions imminently dangerous to life should such building be or remain occupied by human beings, he/she may order the immediate evacuation of such building, if occupied, and shall cause to be posted at each entrance thereto a notice reading substantially as follows:

DANGER

DO NOT ENTER

Unsafe to Occupy

Building Official of the City of Rio Dell

Any unauthorized person removing this sign or entering this building shall be prosecuted.

(2) Whenever such notice is posted, the Building Official shall include a notification thereof in the notice and order issued by him/her under this chapter, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been posted at each entrance door thereof the prescribed notice, except that entry may be made to repair, demolish, or remove such building. No person shall remove or deface any such notice so posted until the required repairs, demolition, or removal has been completed and a certificate of occupancy issued pursuant to the provisions of the building code of the City of Rio Dell. [Ord. 224 § 8.25.022, 1994.]

14.05.130 Administrative abatement.

(1) Administrative abatement proceedings as described in this section will take place when the nuisance is of a nonemergency nature.

(a) **Courtesy Letter.** Upon determination by an enforcement official that a nuisance exists, a courtesy letter will be delivered to the owner, occupant, lessee and/or agent of the property where the nuisance is occurring. The courtesy letter will:

(i) Give a sufficient description to identify the property where the nuisance is occurring and shall include the parcel number and address;

(ii) Describe the condition causing the nuisance;

(iii) Include a description of corrective action that must occur to remedy the violation;

(iv) Advise the owner/occupant/lessee and/or agent of the property that the nuisance must be abated within four weeks of the date of receipt of the courtesy letter;

(v) Advise the owner/occupant/lessee or agent of the property that failure to abate the nuisance within four weeks will result in further action.

(b) **Notice and Order.** If the nuisance is not abated within four weeks of delivery of the courtesy letter, the City will deliver a notice of violation and order to abate to the owner/lessee/occupant or agent. The notice and order may be recorded in the office of the County Recorder of the County of Humboldt. The notice and order will:

(i) Give a sufficient description to identify the property and its legal owner where the nuisance is occurring including the parcel number and address;

- (ii) Describe the condition causing the nuisance;
- (iii) Include a description of the corrective action that must occur to remedy the violation;
- (iv) Provide dates by which the violation must be commenced and entirely abated.

Commencement must occur within two weeks and abatement must be complete in a specified amount of time no less than four weeks and no more than six weeks from the delivery of the notice and order, depending on the nuisance, unless an extension is granted by the City Council. The dates shall be set by the enforcement official;

(v) Provide a description of the penalties for failure to remedy the nuisance within the specified time defined as \$25.00 per day each day beyond the specified time limits until the nuisance is abated, including \$25.00 per day if the abatement is not commenced within two weeks, and \$25.00 per day if the abatement is not completed within the time period specified in the notice and order, up to a maximum of \$500.00;

(vi) Give notice that if the nuisance has not been abated within **two weeks** of the specified time limit, the City shall have the authority to abate the nuisance itself or via a contractor and that the responsibility for the costs of abatement, including the costs of actual removal or demolition and the associated administrative and legal costs, will be assessed to the owner, lessee and/or occupant of the land on which the nuisance is located and that failure to comply may also warrant the pursuit of further civil and/or criminal charges in accordance with the laws of the State of California;

(vii) Describe the rights of the owner, lessee and/or occupant of the land to request a public hearing before the City Council. (Refer to RDMC 8.10.100.)

(2) Weed Abatement. The City shall gain the authority to abate/destroy weeds, dry grass, rubbish and other inflammable material or vegetation **10 days** from the delivery of the courtesy letter/notice to destroy weeds. The costs of such abatement, including administrative costs, shall be the responsibility of the property owner. [Ord. 239 § 7, 2000.]

14.05.140 Delivery of Notices.

Any notice or letter required to be delivered by this chapter shall be deemed to have been delivered when a copy of said notice is either served personally or has been deposited in the mail, postage prepaid, certified, return receipt requested to the owner and/or occupant, lessee or agent of the property. A copy of the notice may also be prominently affixed to the premises. The failure of the City to make or attempt to make such service shall not invalidate any proceedings of this chapter. If no address can be found or is known to the City, then any notice shall be so mailed to such person at the address of the premises where the nuisance is occurring. The failure of any person to receive such notice shall not affect the validity of the proceedings of this chapter. [Ord. 239 § 9, 2000.]

14.05.150 Appeal, Public hearing.

(1) Appeal. Within **two weeks?** of delivery of the notice and order, the owner, lessee or occupant may appeal any notice and order by filing at the office of the Clerk an appeal fee established by resolution of the City Council and a written appeal. The appeal shall not be

deemed filed until payment of the appeal fee has been received; however, the appeal fee required hereby may be waived on the basis of financial hardship. Within the same two-week time period, the owner, lessee or occupant of the property may submit to the City in writing a sworn declaration that the nuisance does not exist and/or is not their responsibility. In this case, the Director may continue the public hearing to determine the existence and/or responsibility of the nuisance. The written appeal shall contain:

- (a) The names of all appellants participating in the appeal.
 - (b) A brief statement setting forth the legal interest of each of the appellants in the building or land described in the notice and/order, determination or action.
 - (c) A brief statement in ordinary and concise language of the specific order, determination or action protested, together with any material facts claimed to support the contentions of the appellant(s).
 - (d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order, determination or action should be reversed, modified or otherwise set aside.
 - (e) The signature of each party named as an appellant and their official mailing address(es).
 - (f) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- (2) Inspection. The City Council may inspect the premises involved in the appeal hearing prior to, during or after the hearing, provided that:
- (a) Notice of such inspection shall be given to the parties before the inspection is made;
 - (b) The parties are given an opportunity to be present during the inspection;
 - (c) The City Council shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn there from; and
 - (d) Each party then shall have a right to rebut or explain the matters for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.
- (3) Public Hearing. A public hearing shall be scheduled before the City Council as soon as practicable. The Clerk shall give written notice of the time and place of the hearing at least five days prior to the date of the hearing to each appellant by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, certified postage prepaid return receipt requested, addressed to each appellant at his or her address shown on the appeal. Notice shall be effective upon personal delivery or five days after mailing.

(a) Conduct of Hearing. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

(b) Persons Affected. Any person affected may be present at such hearing, may be represented by counsel, may present testimony, and may cross-examine the enforcement official and other witnesses. The hearing may be continued from time to time by motion of the majority of the City Council.

(5) Determination of the Council. Upon conclusion of a hearing, the Council may terminate the abatement proceedings or order the abatement to proceed.

(a) The City Council may grant additional time for the responsible party to effect the abatement of the nuisance; provided that such an extension is warranted and limited to a specific time period, set by a motion and passed by a majority of the City Council.

(b) If the City Council determines that the nuisance shall be abated within the original time period, failure to do so will result in the accruing of penalty fees and further action. [Ord. 239 § 10, 2000.]

14.05.160 Form and Contents of Decision; Finality of Decision.

(1) Form. The decision of the City Council or Director shall be in writing, shall contain findings of fact and a determination of the issues presented, and shall be issued no later than thirty (30) days from the date of the hearing, unless the time is waived by the parties.

(2) Possible Orders. If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance the decision shall require the owner to commence abatement of the nuisance not later than fifteen (15) days after the issuance of the decision, and that the abatement be completed within such time as specified by the City Council, or in the alternative, within the time designated by the Director. If the building, structure or premises is lawfully occupied, and abatement of the nuisance may not be safely accomplished under the circumstances as a result of such occupancy, the occupants may be ordered to vacate the premises under terms reasonable under the circumstances presented. The City Council may order such remedies as are reasonable under the circumstances for the protection of the public or affected property, and as are otherwise authorized by law or in equity, including the following: The owner shall be responsible for satisfying all relocation benefits, as may be required by law. The premises may be ordered fenced and boarded against entry. Regular patrol of the premises to ensure the integrity of such boarding and fencing measures may be ordered. (It is not the intent of this Code to allow boarding and fencing of premises to substitute for abatement of the

public nuisance; such actions are to be merely interim measures, lasting only so long as is necessary to protect the public and property until full abatement may be accomplished.) The City Council may order other measures which are reasonable and necessary for the protection of the public or property under the circumstances. The City Council's decision shall inform the owner that if the nuisance is not abated within the time and in the manner specified, the nuisance may be abated by the City, without further notice or consent of the owner or any party in interest, in such manner as may be ordered by the hearing examiner, and the expense thereof, including all costs of enforcement, and relocation benefits required to be paid by the City as a result of the owner's failure to do so, may be made a lien on the subject property.

(3) Decision Final. The decision of the City Council or Director shall be final when signed and issued by the City Council or Director and served as herein provided.

14.05.170 Failure to Appeal

Failure of any person to properly appeal, including making payment of the appeal fee in accordance with the provisions of this chapter, shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and/order, determination, or action, or any portion thereof.

14.05.180 Costs on Appeal

The City may be awarded its costs, including attorneys' fees, in defending against an unsuccessful appeal brought without substantial merit, which costs may be charged jointly and severally against the appellants and recovered as costs of enforcement as provided herein. Such an award must be based upon a finding supported by a preponderance of the evidence that the appeal was without substantial merit or was taken for the sole purpose of delay.

14.05.190 Penalties

(1) Each day in which a violation and/or public nuisance is not abated following the commencement and completion dates specified in the notice and order will constitute a separate infraction of this chapter with a penalty of \$25.00 per day, including \$25.00 per day if not commenced by the specified date and \$25.00 per day each day that the nuisance continues to exist on the property beyond the specified abatement deadline, up to a maximum of \$500.00. Additional civil and criminal charges or penalties may be imposed in accordance with California State law.

(2) Repeat violations of this chapter by the same responsible party within one year of delivery of the first notice and order may result in higher per-day penalties, up to \$50.00 per day, up to a maximum of \$1,000.

(3) Fines. The City may seek, in addition to all other remedies available at law, criminal sanctions, contempt and other penalties provided for under Chapter 6, Division 1.5 of the Health and Safety Code (commencing at Section 17995).

(4) The City may shut off the water supply to any rental units where the owners have failed to pay the required Rental Housing Code Compliance fee or have failed to conduct the required property inspection and the filing of the inspection reports as required by this Chapter.

14.05.200 Cost Recovery

(1) Costs. In the event that the owner/lessee/occupant does not abate the nuisance within the time period specified in the notice and order, the City shall retain the right to abate the public nuisance at the expense of the responsible party. Expenses to the owner/lessee/occupant shall include the actual costs of abatement as well as the associated administrative and legal costs, including court costs and attorneys' fees, and penalties.

(2) Revolving Fund.

(a) The City Council shall create a Housing Code Enforcement Fund revolving fund from which may be paid the costs of enforcing the provisions of this chapter and the City's nuisance abatement program, and into which shall be paid the receipts from the collection of penalties and costs recovered.

(b) The material property retrieved from any nuisance abated by the enforcement official may be sold in the same manner as surplus City personal property is sold, and the proceeds from such sale shall be paid into the revolving fund.

(3) Accounting and Receipts.

(a) The City Finance Department shall keep an itemized account of the expenses incurred by the City in enforcing the provisions of this chapter, including the costs of administering this chapter and actually abating a public nuisance and all administrative, legal and contracting costs.

(b) Upon completion of the abatement, the enforcement official shall cause a public notice to be prepared which will specify the work done and include an itemized account of the costs and receipts of performing the work; an address, legal description or other description sufficient to identify the premises; the amount of the assessment proposed to be levied against the premises; and the time and place when and where the enforcement official will submit the account to the Council.

(4) Assessment of Costs and Penalties. At a regularly scheduled City Council meeting, of which responsible parties will be notified, the Council shall hear and consider the account, penalties and proposed assessment, together with objections and protests thereto. The Council may make such modifications and revisions of the proposed assessment as it deems just, and may order the account and proposed assessment confirmed or denied, in whole or in part, or as modified and revised. The determination of the Council shall be final and conclusive.

(5) Penalties and/or costs will be billed directly to the responsible party. Failure to pay will result in the preparation and recording of a lien.

14.05.210 Lien.

(1) Upon failure of the responsible party to pay penalties and costs, and upon confirmation by the Council, the enforcement official shall cause to be prepared and recorded in the office of the County Recorder of the County of Humboldt a notice of lien. Said notice shall contain the following:

(a) An address, parcel number, legal description or other description sufficient to identify the premises;

(b) A description of the proceedings under which the special assessment was made, including the order of the Council confirming the assessment;

(c) The amount of the assessment;

(d) A claim of lien upon the described premises.

(2) Lien. Upon the recordation of such notice of lien, the amount claimed shall constitute a lien upon the described premises.

(a) Collection with Ordinary Taxes. The notice of lien, after recordation, shall be delivered to the County Auditor, who shall enter the amount of the lien on the assessment roll as special assessments. Thereafter the amount set forth shall be collected at the same time and in the same manner as ordinary City taxes are collected, and shall be subject to the same penalties and interest, and to the same procedures for foreclosure and sale in case of delinquency, as is provided for ordinary City taxes, and all laws applicable to the levy, collection and enforcement of City taxes are hereby made applicable to such assessment.

**Article III
RENTAL HOUSING INSPECTIONS**

Sections

14.05.220	Rental Housing Code Compliance Fee Requirement.
14.05.230	Payment of a Rental Housing Code Compliance Fee and Provision of Contact Information as a Condition to Rental.
14.05.240	Property Inspections and Inspection Reports
14.05.250	Problem Properties.
14.05.260	Properties Exempt from Inspection.
14.05.270	Certification of Inspectors.
14.05.280	Tenant Rights and Responsibilities.

14.05.220 Rental Housing Code Compliance Fee Requirement.

No rental dwelling unit shall be occupied by a tenant unless there has been paid to the City the annual Rental Housing Code Compliance Fee for such rental dwelling unit and has provided the information required by Sections 14.05.230 and 14.05.240 of this chapter.

14.05.230 Payment of a Rental Housing Code Compliance Fee and Provision of Contact Information as a Condition to Rental.

(1) There is hereby established, levied, and imposed for each dwelling unit within the City of Rio Dell which is operated as a rental dwelling unit, as defined by this chapter, an annual Rental Housing Code Compliance Fee. For each such rental dwelling unit, the owner shall pay the Rental Housing Code Compliance Fee to the City in an amount established pursuant to this chapter.

(2) At the time required for payment, the owner shall also provide information, on a form approved by the Director, giving contact information for the owner, management and their authorized representatives. Such contact information shall include, at a minimum, the name, telephone number, facsimile number and mailing address of at least one record owner of the property being rented as well as that of the property manager; the address or addresses of such property; a description of the types of dwellings being rented; the number of residential units at the property; and, a name, including a business name if applicable, address and telephone number to be used for emergency contacts. The owners and managers shall notify the City within sixty (60) days of any changes to the information provided pursuant to this subsection.

(3) The Director shall contact the manager prior to the owner and shall provide a reasonable time for responses from the manager.

(4) Information collected pursuant to this section, to the extent it is not already a public record, shall be retained by the City as confidential information and the City shall defend any action brought by third parties to obtain such information.

14.05.240 Property Inspections and Inspection Reports

(1) At the commencement of any tenancy, but prior to occupancy by the tenant, the owner of the rental property, the manager of such property or any other qualified individual authorized to act for the owner, shall conduct an inspection of the rental unit.

(2) Subject to the provisions of Section 14.05.110 of this chapter, the City, the owner or the owner's authorized representatives shall conduct annual inspections of each rental dwelling. At the time of payment of the Rental Housing Code Compliance Fee, an owner may opt for annual self-inspection. Only persons with a certificate of completion issued pursuant to Section 14.05.270 of this chapter may perform such inspections on behalf of an owner. Inspections shall be reported on a form approved by the Department which shall be maintained by the owner or agent for no less than three years from the date a given tenant vacates the property that is subject to such reports. Reports shall be provided to the City within 15 days of the required inspection.

(3) Notwithstanding subsections (1) and (2) of this section, any rental property that has been subject to a notice and/order more than once in the year immediately prior to the effective date of the ordinance codified in this section and for which corrections were not made within the time permitted by the notice and/order shall be deemed a problem property and shall be subject to the provisions of Section **14.05.250** of this chapter.

(4) No sooner than one year from the effective date of the ordinance codified in this section, the City may conduct audits of rental owners to determine compliance with these inspection

provisions. Except as provided in this subsection, the City shall review the owner inspection reports when conducting a compliance audit. In the event the City determines that an owner is not in compliance, rental units subject to such noncompliance shall be inspected by the City.

(5) If the City determines, in its sole and absolute discretion, that there are deficiencies in any inspection report, it may conduct its own inspection of the property. The form used for such inspection shall be the same form required to be used by owners and managers of rental units. An inspection by the City may be conducted without reference to the original inspection report if code violations are visible from the exterior of the property or if the City receives a complaint concerning code violations at a property.

(6) For purposes of any compliance audit, any owner or manager shall provide the inspection report prepared to subsections (1) and (2) of this section to the City and its inspectors. The owner or manager shall provide an inspection reports within seventy-two (72) hours from the date they are requested.

(7) A copy of all inspection reports required by this section shall be provided to the tenant no later than ten (10) calendar days from the completion of the inspection.

14.05.250 Problem Properties.

(1) Any rental property subject to a notice and/order more than once in any calendar year and for which corrections are not made within the time permitted by the notice and/order shall be deemed a problem property.

(2) The City shall conduct exterior and interior inspections of such properties at least twice per year.

(3) The City may, in its sole discretion, determine to inspect other rental properties of an owner of a problem property.

(4) Owners of such properties, in addition to any other penalty, may be required to attend educational sessions for landlords.

(5) A problem property shall not be subject to self-inspection pursuant to subsection (2) of Section **14.05.250**.

(6) A property shall no longer be classified as a problem property at such time as it consecutively passes two City inspections and the owner has completed any required education.

(7) Costs for the inspections required by this subsection shall be billed to and assessed against the specific properties subject to such inspections and shall be in an amount to assure full cost recovery to the City.

14.05.260 Properties Exempt from Inspection.

The following properties shall be exempt from the initial and annual inspections otherwise required by this chapter:

(1) Any property during the five years after its initial construction;

(2) Any property subject to the Federal Housing Choice Voucher Program (Section 8).

14.05.270 Certification of Inspectors.

Inspections performed pursuant to subsections (1) and (2) of Section 14.05.240 performed by other than the record owner of the property shall be performed by persons who have attended an approved program of instruction. A certificate of completion shall be issued upon completion of such a program and shall be valid for a period of five years from the date it is issued.

14.05.280 Tenant Rights and Responsibilities.

Prior to the commencement of any tenancy, a property owner or manager shall provide the tenant(s) with information concerning tenant rights and responsibilities. Such information shall be provided in a form or forms approved by the City.

**Article IV
RENTAL HOUSING CODE COMPLIANCE FEES**

SECTIONS

14.05.290	Rental Housing Code Compliance Fee.
14.05.300	Billing Procedure.
14.05.310	Determination of Rental Housing Code Compliance Fee.
14.05.320	Reinspection Fee
14.05.330	Inspection Fee.
14.05.340	Building Permit Fee.
14.05.350	Hourly Burdened Rate.
14.05.360	Contract Administration Fee.
14.05.370	Appeal Fee.
14.05.380	Late Fee.
14.05.390	Notice Fee.
14.05.400	Closing Fee.

14.05.290 Rental Housing Code Compliance Fee.

The Rental Housing Code Compliance Fee is payable annually on July 1st. The Rental Housing Code Compliance Fee may be increased or decreased by resolution of the City Council after a duly noticed public hearing.

14.05.300 Billing Procedure.

(1) The Rental Housing Code Compliance Fee shall be billed for the fiscal year period to the owner of record on January 1st of each year. All charges for the Rental Housing Code Compliance Fee shall be billed to the owner of record of any such parcel having rental dwelling units. The Rental Housing Code Compliance Fee may be billed directly by the Department and/or as part of the City's consolidated utility billing service.

(2) Adjustments to a Rental Housing Code Compliance Fee bill may be made when appropriate. Any amount paid in excess of the actual computed charge shall be refunded. Any deficiency in the amount paid against the actual computed charge shall be added to the charge for the

succeeding billing. No deficiencies or refunds shall be made for a period of more than three years prior to the date that the Department determines that a billing discrepancy exists. An application requesting an adjustment of billing and stating grounds for an adjustment of refund shall be made in writing to the City.

14.05.310 Determination of Rental Housing Code Compliance Fee.

The City Manager shall annually review the financial condition of the Program for the purpose of making a recommendation to the City Council as to whether the Rental Housing Code Compliance Fee should be adjusted for the next fiscal year, and if so, by what amount. This recommendation shall be presented to the Council at the same time as the City Manager's annual evaluation of the Program. The City Manager shall take into consideration in this review and recommendation process the receipts deposited in the Housing Code Enforcement Fund during the preceding fiscal year from all sources, including, but not limited to, the Rental Housing Code Compliance Fees and recovered costs, fines, enforcement and penalties, and the present balance of the Fund in light of maintaining prudent reserves for the next fiscal year's operating expenses.

14.05.320 Reinspection Fee

Following issuance of a notice and/order for a violation of the provisions of this chapter, upon reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has not been successfully completed by the time of such reinspection, there shall be a reinspection fee levied against the owner(s) determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council. There shall be no reinspection fee charged for an inspection caused by any complaint if no violation is discovered.

14.05.330 Inspection Fee.

Where a violation continues to exist following the first inspection and reasonable opportunity to correct as provided in this chapter, there shall be an inspection fee levied against the owner(s) determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council. Reinspections occurring thereafter to determine whether corrective action has been satisfactorily completed shall be charged to the owner(s) in the amount of the reinspection fee described above for each subsequent inspection required to determine compliance with this chapter.

14.05.340 Building Permit Fee.

Where issuance of a building permit is required under the Building Code in order to complete work required by a notice and/order which has been issued under this chapter, such permit shall be obtained from the City, and the fee shall be paid to the City in the same amount as would be applicable under the fee schedule for building permits.

14.05.350 Hourly Burdened Rate.

Where the Director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the current hourly burdened rate determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.360 Contract Administration Fee.

For all private contracts entered by the Director for work authorized under this chapter, in addition to the contract price, there shall also be authorized as an additional cost of enforcement charged to the owner(s) a percentage of the contract price as a contract administration fee. This contract administration fee shall be determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.370 Appeal Fee.

The fee for all appeals taken under this chapter shall be determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.380 Late Fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of twenty-five (25) percent per annum of the fee.

14.05.390 Notice Fee.

The owner may be charged for the City's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter

14.05.400 Closing Fee.

In every instance in which a notice and/order is issued and served, the additional costs of administration and completion of the documentation associated with concluding the enforcement activity shall be levied at the current hourly burdened rate determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Inspection Program (RHIP)

Exterior Inspection – PART I

Rental Property Address: _____; Unit #: _____

Tenant Name: _____; Phone Number: _____

Check the box next to each item ONLY if the item is found to be in compliance.

Exterior Checklist	Comments
<input type="checkbox"/> <u>Storage of junk and rubbish and/or overgrown vegetation.</u> (Household trash, tires, scrap wood, scrap metal and other items not intended for outdoor use – property must be clear from any overgrown vegetation and/or weeds.)	
<input type="checkbox"/> <u>Dumpsters.</u> (Must be properly enclosed, free from trash overflow and properly covered.)	
<input type="checkbox"/> <u>Inoperable/Unregistered Vehicles.</u> (DMV Non-Op permits are not sufficient. Inoperable vehicles must be stored within a fully enclosed structure.)	
<input type="checkbox"/> <u>Foundation Vent Screens/Crawl Space Covers.</u> (Spaces must be properly covered. Screens must be in good working condition.)	
<input type="checkbox"/> <u>Roof/Ceiling</u> (Must be free from any holes, leaks, etc.)	
<input type="checkbox"/> <u>Stairways – Landings/treads/risers/balusters.</u> (Must not be rotting, deteriorating, loose, etc.)	
<input type="checkbox"/> <u>Fire Extinguishers - Multi Family Units Only</u> (Must be properly serviced, labeled and stored.)	
<input type="checkbox"/> <u>Exterior Lighting</u> (Must function properly and must have a cover.)	
<input type="checkbox"/> <u>Infestation of vectors of rodents.</u> (Property must be clear of all rodents and vector infestations.)	
<input type="checkbox"/> <u>Electrical/Gas Meters - Multi Family Units Only</u> (Must be properly labeled, properly protected and must not be tampered with.)	
<input type="checkbox"/> <u>Electrical Panel.</u> (Must have panel cover and circuits labeled.)	
<input type="checkbox"/> <u>Exterior Walkways</u> (Must remain clear at all times.)	
<input type="checkbox"/> <u>Water Heaters</u> (Must have proper strapping, proper drain lines, venting and a finalized building permit.)	

I certify that I have inspected the above referenced unit and that the information above is true and correct to the best of my knowledge. (Please provide a copy of this form to the tenant and keep a copy in your record for 3 years.)

☐ Owner ☐ Agent ☐ Manager

Name (Printed): _____

Phone Number: _____

Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

ATTACHMENT 2



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Inspection Program (RHIP)

Interior Inspection – PART II

Check the box next to each item **ONLY** if the item is found to be in compliance.

Interior Checklist	Comments
<input type="checkbox"/> Hot & Cold Running Water. (Unit must have hot and cold running water.)	
<input type="checkbox"/> Electrical Power. (Unit must have electrical power.)	
<input type="checkbox"/> Heat. (Unit must have a functioning adequate heating source. This excludes portable heating units.)	
<input type="checkbox"/> Sewage System. (Unit must have proper sewer system and must be clear from any surfacing sewage indoors or outdoors.)	
<input type="checkbox"/> Entry Doors. (Must be in good condition. Locks on doors must not exceed 48" in height. There must not be any double key locks on any door in the unit.)	
<input type="checkbox"/> Vector Infestation or Rodent Presence. (Unit must be clear of any infestations.)	
<input type="checkbox"/> Mechanical. (All mechanical equipment in the unit must properly function, including appliances, venting systems, smoke and carbon monoxide detectors, etc.)	
<input type="checkbox"/> Electrical. (All wiring must be in good working condition – no spliced or exposed wiring, all switches and outlets must be properly covered.)	
<input type="checkbox"/> Plumbing. (Unit must have proper plumbing throughout the unit – no leaks, must have P-Traps, proper caulking, toilets and sinks must be secured.)	
<input type="checkbox"/> Counters and Sinks. (Are required.)	
<input type="checkbox"/> Windows. (All windows must have proper weather protection, must be in good condition, must have proper locking mechanisms and they must properly function without the use of a key or special knowledge.)	
<input type="checkbox"/> Flooring/Sub-Flooring. (Flooring must be in good condition, free from holes, missing pieces, buckling or sagging.)	
<input type="checkbox"/> Walls/Ceilings (Walls and ceilings must be free from holes, missing pieces, buckling or sagging.)	

I certify that I have inspected the above referenced unit and that the information above is true and correct to the best of my knowledge. *(Please provide a copy of this form to the tenant and keep a copy in your record for 3 years.)*

☐ Owner ☐ Agent ☐ Manager

Name (Printed): _____

Phone Number: _____

Signature: _____

Date: _____

Tenant Signature: _____

Date: _____



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Inspection Program (RHIP)

Application for Exemption or Waiver

To request that your property be exempt from the Rental Housing Inspection Program (RHIP), fill in the property information, indicate the reason for exemption by checking the appropriate box below and sign and date the following declaration:

DECLARATION

I, _____ the owner of record, hereby declare that the property at _____
_____, Assessor Parcel Number (APN) _____ - _____ - _____ is exempt from the Rental

Housing Inspection Program fee for the following reasons:

- ☐ The unit(s) have been issued a certificate of occupancy or passed final inspection by the City of Rio Dell within the last five (5) years.
- ☐ The unit(s) is subject to routine interior and exterior periodic inspection by another government agency as listed below:
Name of Agency: _____ Phone: _____
- ☐ The unit(s) is not a "rental dwelling unit" as defined in Section 14.05.060 of the Rio Dell Municipal Code.*
Please explain: _____

- ☐ I (we) no longer own this property as of: _____
- ☐ Other (please explain): _____

I understand and acknowledge that pursuant to Chapter 14.05 of the Rio Dell Municipal Code all rental housing properties and rental housing units are subject to routine periodic inspection by the City of Rio Dell. I also understand that if I engage in the business of rental housing with any non-exempt housing units, I am required to register the property with the City of Rio Dell and pay any and all related fees as required by the Rental Housing Inspection Program.

It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required to register a rental housing unit pursuant to Chapter 14.05 of the Rio Dell Municipal Code.

Name (Printed): _____ Date: _____
Signature: _____ Phone: _____
Address: _____
City: _____; State: _____; Zip Code: _____

*"Rental Housing Unit" means a single unit of residence for a single housekeeping unit of one or more persons, that is being rented, or is intended to be rented. Examples of housing units covered by Chapter 14.05 of the Rio Dell Municipal Code include apartment units, condominiums, duplexes and single-family houses. Rental housing unit also includes other types of residential units that provide for sleeping accommodations but toileting and cooking facilities are shared in common by occupants of more than one unit, such as residential or single room occupancy hotels. This does not include units used for transient lodging such as dormitories, group homes, rooming or boarding houses, hotels, motels and bed and breakfast inns.



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Program

RESIDENT'S RIGHTS FORM

Welcome to your new rental home. We hope your stay is enjoyable, so we encourage you to talk to us if you have any questions about your home or our rental policies. This information sheet provides you with general information about your rights and responsibilities. Please read it carefully and let us know if you have any questions.

Contact Information

OWNER/PROPERTY MANAGER

COMPANY

ADDRESS

CITY, ZIP, STATE

PHONE

EMAIL

Rights and Responsibilities: Owners and residents of rental properties have specific rights and responsibilities under current State and local laws. As a resident, your rental home must be a safe place to live. In other words, it must be habitable. This means that your home must have the following:

- A structure that weatherproof and waterproof; there must be no holes or cracks that allow rain or wind to enter;
- A plumbing system in good working condition and connected to the City's water and sewer system or functional on-site systems;
- Floors, stairs and railings in good repair;
- A hot water system capable of producing water of at least 110 degrees Fahrenheit;
- An electrical system that was legal when installed and without loose or exposed wiring;
- A heating system that is in a safe, working condition;
- A lack of insect or rodent infestation;
- A home that is free from garbage and debris;
- Sufficient garbage or trash receptacles;
- A working toilet, wash basin and bathtub or shower;
- A kitchen with a sink;
- A safe fire or emergency exit;
- Deadbolts locks on each entry door into the home;
- Working smoke and carbon monoxide detectors located in specific areas;
- Working telephone jack and phone wiring inside the home.

As a resident you have a responsibility to do the following:

- Maintain a clean and sanitary rental home;
- Properly dispose of garbage or trash;
- Properly operate all electrical, gas and plumbing fixtures;
- Refrain from damaging or defacing the home or allowing anyone else to do so;
- Use the living room, dining room, bedrooms and kitchen for their proper purposes;
- Report broken door and window locks;
- Contact the rental owner or property manager immediately to report any problems with your rental home, especially any water damage or leaks;
- Comply with all the rules, terms and conditions of the rental agreement.

Retaliation is Against the Law

A rental owner or property manager may not evict or threaten to evict a resident for exercising a legal right, such as requesting habitability repairs.

Maintenance and Repairs

Owners and managers want to know if there is an item that needs repair in your home. If you have a problem with any of the habitability items listed, you should:

- **Contact the rental owner or property manager first.** You should document your request in writing and keep a copy. If there is water intrusion a water leak or any water damage occurring to the property, contact the owner or manager immediately by using the telephone number on the front of this page.
- **Allow a reasonable period of time for repair.** In most cases the owner or manager will begin working on repairs shortly after they are notified. Some repairs may take longer than others to complete. Current law allows 30 days as a reasonable time to address a repair, but it also depends on the nature of the repair.
- **Contact the City.** If you have made a request for a habitability repair and waited a reasonable time and the repair has not been made, you may contact the City and file a complaint.

Owner's Right to Enter and Your Rights

In most cases the owner and manager must provide you with written notice to enter your rental home. Written notice is considered reasonable if it is provided at least 24 hours in advance. A written notice is required in the following situations:

- To make necessary or agreed upon repairs;
- For inspection of the smoke and carbon monoxide detectors;
- To inspect waterbeds;
- If a court permits it.

However, a prior written notice is not required in the following situations:

- In an emergency;
- When you or another occupant consents;
- After you have abandoned or surrendered the rental home;
- Upon a verbal agreement to allow the owner to make agreed upon repairs or supply services.

Rental Agreement and other Obligations

The rental agreement, whether it is a month-to-month or a lease, provides the rules and policies while living at the rental home. Be sure to read the language carefully because it is considered a contract between owner (and/or manager) and resident.

Health and Safety Code Section 17920.3
Substandard Buildings/Dwellings

17920.3. Any building or portion thereof including any **dwelling** unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, **safety**, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a **substandard** building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a **dwelling** unit.
- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a **dwelling** unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this **code**.
- (9) Room and space dimensions less than required by this **code**.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.
- (12) Infestation of insects, vermin, or rodents as determined by the health officer.
- (13) General dilapidation or improper maintenance.
- (14) Lack of connection to required sewage disposal system.
- (15) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.

(b) Structural hazards shall include, but not be limited to, the following:

- (1) Deteriorated or inadequate foundations.
- (2) Defective or deteriorated flooring or floor supports.
- (3) Flooring or floor supports of insufficient size to carry imposed loads with **safety**.
- (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
- (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with **safety**.
- (6) Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
- (7) Members of ceiling, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with **safety**.
- (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
- (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with **safety**.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

(1) Deteriorated, crumbling, or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those which are specifically allowed or approved by this **code**, and which have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or **safety** hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building **Code**.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this **code**, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this **code**, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and **dwelling** units shall not by itself be considered sufficient existence of dangerous conditions making a building a **substandard** building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

*Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*



February 5, 2013

TO: Honorable Mayor and City Council

FROM: Jim Stetch, City Manager

SUBJECT: Technical corrections to employee organization Memorandums of Understanding

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution 1194-2013, amending the Rio Dell Employees' Association MOU and the Rio Dell Police Officers Association MOU for 2012-2014, with MOU's attached.

Adopt the amended Memorandum of Understanding with the Rio Dell Employee' Association and the Rio Dell Peace Officers Association (attached)

BACKGROUND AND DISCUSSION

On July 10, 2012 the City Council adopted Resolution 1166-2012, approving the Memorandums of Understanding (MOU) with both the Rio Dell Employees' Association and the Rio Dell Police Officers Association. Over time several inadvertent errors have been found and are noted in this report for correction. None of these corrections require a negotiation of the MOU with either organization. Corrections in the MOU's are as follows:

Employees' Association

1. Correct Salary Schedule.-Article 8 contained a number of salary schedules for the 2 year agreement depending on whether the Public Safety Law Enforcement Service Fund monies were approved in the State budget. Under Schedule A for example, if the City received at least \$60,000 of such monies, the salary adjustment would be increased from 2% to 3%. Somehow a schedule of 4% was inserted into the final MOU and approved. It needs to read 3%. The Employees' Association agrees that the error needs to be corrected. The good news is that Finance knew that it should have 3% and so they did not work off of the incorrect Schedule.
2. Correct Salary Range Steps.-The salary ranges steps "A" through "E" on the Salary Schedules were calculated incorrectly for employees moving steps "A" through "D". There were only a few since most employees are either at the "E" step or employed by individual agreement and are not affected. The incorrect calculations ranged from \$00.01 to \$00.06/hour, resulting in employees being underpaid over 7 months between \$12 and

\$72. With the Council's adoption of Resolution 1194-2013, these back payments will be made in the next regular bi-weekly paycheck.

3. Correct Deferred Compensation Contribution.-Article 11 (Deferred Compensation) erroneously states that the employer's contribution is 12%. It should be corrected to state read percent (10%).

Police Officers Association

1. Correct Salary Range Spread for Sergeant. - Cooperative Personnel Services prepared a classification and total compensation study for the City and issued their final classification report in September 2010. Included in that report was the recommendation adopted by the City Council that there be at least a 10% salary spread between a supervisor and the highest paid employee supervised. This is the standard practice of public agencies. Thus, the Corporal is paid 10% more than an Officer and the Sergeant is paid 10% more than the Corporal.

The spread on the salary schedule for the Corporal and the Officer is correct at 10%, but the spread for the Sergeant to the Corporal is 12.29%. The error amounts to \$00.55/hr. or \$1,144 for the fiscal year. It is not suggested that the employee be required to repay the overpayment that was not his error, but it is recommended that the employee be "Y" rated now and that the pay adjustment in the second year of the contract be at the correct level as provided in the corrected MOU. If approved by the Council, a Personnel Action Form will be process noting the "Y" rate and a side letter with the Sergeant will be prepared.

The amended MOU's with the Employees' Association and the Police Officers Association are enclosed.

Cc. All Department Heads

RESOLUTION NO. 1194-2013

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL, AMENDING
THE RIO DELL EMPLOYEES' ASSOCIATION,
AND RIO DELL PEACE OFFICERS ASSOCIATION
MEMORANDUMS OF UNDERSTANDING FOR 2012-2014

WHEREAS, after meeting and conferring with the duly recognized employee associations, comprehensive Memorandums of Understanding (MOU) were agreed to between the City of Rio Dell and the respective employee organizations, and

WHEREAS, the Rio Dell City Council adopted Resolution 1166-2012, approving the MOU's on July 10, 2012, and

WHEREAS, a number of errors have now been noted and should be corrected for purposes of accuracy and clarity.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIO DELL AS FOLLOWS:

The City of Rio Dell Memorandums of Understanding with the Employees' Association and the Police Officers Association dated July 1, 2012 are hereby amended with corrections as noted in the attached Memorandums of Understanding by the Rio Dell City Council.

All previous Memorandums of Understanding and Employment Contracts of the City of Rio Dell are hereby superseded in their entirety.

PASSED, APPROVED AND ADOPTED this 5^h day of February 5, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jack Thompson, Mayor

ATTEST:

Karen Dunham, City Clerk

AMENDED

CITY OF RIO DELL

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIO DELL AND THE RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2012 through June 30th, 2014

ARTICLE I - GENERAL

1. This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the "**City**"; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as "**Association**."

2. **RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing of the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES:** Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. **"ASSOCIATION"** shall mean the Rio Dell Peace Officers Association.
2. **"CITY"** shall mean the City of Rio Dell, California.
3. **"MOU"** or "Memorandum of Understanding" shall mean this document entered into by representatives of the City and the Association.
4. **"EMPLOYEE HANDBOOK"** shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council and may be amended.
5. **"FULL TIME EMPLOYEE"** or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. **"WORK PERIOD"** shall mean a period of 80 hours in two consecutive work weeks.
7. **"COMPENSATORY TIME OFF (CTO)"** shall mean a period of time that is worked to be taken off at another time in lieu of pay.
8. **"UNIT"** shall mean all employees, members and non-members, represented by the Association.
9. **"SWORN EMPLOYEE"** shall mean a member of the association with peace officer powers as defined by the California Penal Code.

ARTICLE III - WORKING CONDITIONS

EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

Work Schedules: The City and the Association agree that the Chief of Police may utilize any of the following work schedules during a two week pay period beginning on a Sunday:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
-

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 2012, to June 30, 2013 the salary schedule A for employees represented by the Association shall be as follows:

Attached Schedule A - 2%

Step A - Payable during first year of employment.

Step B - Payable during second year of employment subject to performance.

Step C - Payable during third year of employment subject to performance.

Step D - Payable during fourth year of employment subject to performance.

Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased as shown on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Attached Schedule B - 3%

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased, at Employer's discretion without obligation, upon a satisfactory performance review and approval by the City Manager by Two (2) percent above that payable on June 30, 2013. If Schedule A was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule D which represents a 2 % increase.

Attached Schedule C - 2% over 2% for the preceding year

Attached Schedule – 3% over a 2% increase for the preceding year

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said second year of the MOU Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional Two (2) percent of salary payable on June 30, 2013 and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 3 % increase.

Attached Schedule E - 2% over a 3% increase

Attached Schedule F – 3% over a 3% increase

2. OVERTIME: Under this agreement, overtime is any hours worked in excess of the scheduled work period hours as defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated compensatory time on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

- a) **CALL OUT:** Sworn shall receive a minimum of two hours time paid if called back to duty.
- b) **STANDBY:** If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.
- c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

4. TRAVEL PAY:

Actual travel time shall be counted as time worked.

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ARTICLE VI - FRINGE BENEFITS

1. GENERAL: The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

3. LIFE INSURANCE: A \$50,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

4. DEFERRED COMPENSATION: The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

5. SICK LEAVE: Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE: Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

7. CATASTROPHIC LEAVE (SICK LEAVE TRANSFER): An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to use sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

- 1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.
- B. Any employee who is subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:
 - 1) The donating employee must retain 80 hours of Sick Leave in their Sick Leave bank at the time of any Sick Time transfer.

- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18 th year		176	6.769
19 th year		184	7.077
20 th year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS: Dismissal from City service procedure shall be in accordance with the Employee Handbook.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- DURATION OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of July 1, 2012 through June 30th, 2014. In the event that this MOU is not replaced by a succeeding MOU on or before June 30th, 2014, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

CITY OF RIO DELL

Joshua Wiener, President Date

Jim Stretch, City Manager Date

John Beauchaine, Vice President Date

Approved as to form:

Russ Gans, City Attorney Date

Schedule A 2%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 40,211	\$ 41,417	\$ 42,659	\$ 43,939	\$ 45,257
Police Corporal	\$ 44,232	\$ 45,559	\$ 46,925	\$ 48,333	\$ 49,783
Records Technician	\$ 31,401	\$ 32,343	\$ 33,313	\$ 34,313	\$ 35,342
Sergeant	\$ 48,655	\$ 50,114	\$ 51,618	\$ 53,166	\$ 54,761

Schedule B 3%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 40,605	\$ 41,823	\$ 43,078	\$ 44,370	\$ 45,701
Police Corporal	\$ 44,665	\$ 46,005	\$ 47,385	\$ 48,807	\$ 50,271
Records Technician	\$ 31,709	\$ 32,660	\$ 33,640	\$ 34,649	\$ 35,688
Sergeant	\$ 49,132	\$ 50,606	\$ 52,124	\$ 53,688	\$ 55,298

Schedule C 2% over 2%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,015	\$ 42,245	\$ 43,513	\$ 44,818	\$ 46,163
Police Corporal	\$ 45,116	\$ 46,470	\$ 47,864	\$ 49,300	\$ 50,779
Records Technician	\$ 32,029	\$ 32,990	\$ 33,979	\$ 34,999	\$ 36,049
Sergeant	\$ 49,628	\$ 51,117	\$ 52,650	\$ 54,230	\$ 55,857

Schedule D 3% over 2%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,417	\$ 42,659	\$ 43,939	\$ 45,257	\$ 46,615
Police Corporal	\$ 45,559	\$ 46,925	\$ 48,333	\$ 49,783	\$ 51,277
Records Technician	\$ 32,343	\$ 33,313	\$ 34,313	\$ 35,342	\$ 36,402
Sergeant	\$ 50,114	\$ 51,618	\$ 53,166	\$ 54,761	\$ 56,404

Schedule E 2% over 3%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,417	\$ 42,659	\$ 43,939	\$ 45,257	\$ 46,615
Police Corporal	\$ 45,559	\$ 46,925	\$ 48,333	\$ 49,783	\$ 51,277
Records Technician	\$ 32,343	\$ 33,313	\$ 34,313	\$ 35,342	\$ 36,402
Sergeant	\$ 50,114	\$ 51,618	\$ 53,166	\$ 54,761	\$ 56,404

Schedule F 3% over 3%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,823	\$ 43,078	\$ 44,370	\$ 45,701	\$ 47,072
Police Corporal	\$ 46,005	\$ 47,385	\$ 48,807	\$ 50,271	\$ 51,779
Records Technician	\$ 32,660	\$ 33,640	\$ 34,649	\$ 35,688	\$ 36,759
Sergeant	\$ 50,606	\$ 52,124	\$ 53,688	\$ 55,298	\$ 56,957

**AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF
RIO DELL AND RIO DELL EMPLOYEES' ASSOCIATION**

July 1, 2012 to June 30, 2014

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective July 1, 2012 and will continue in effect through June 30, 2014. In the event this MOU is not replaced by a successor MOU on or before June 30, 2014, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the

City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

Effective July 1, 2012, to June 30, 2013 the salary schedule for employees represented by the Association shall be as follows:

Attached Schedule A - 2%

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased as shown on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Attached Schedule B - 3%

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased, at Employer's discretion without obligation, upon a satisfactory performance review and approval by the City Manager by Two (2) percent above that payable on June 30, 2013. If Schedule A was applicable, then

reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule D which represents a 2 % increase.

Attached Schedule C - 2% over 2% for the preceding year

Attached Schedule D - 3% over a 2% increase for the preceding year

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said second year of the MOU Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional Two (2) percent of salary payable on June 30, 2013 and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2 % increase.

Schedule E 2% over a 3% increase

Schedule F 3% over a 3% increase

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30th, 2014. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

LIFE INSURANCE: A \$25,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive \$50,000 coverage.

ARTICLE 11: DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's

salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

Tenure Greater than <u>Or equal to:</u>	<u>Less than:</u>	Vacation hours <u>per year</u>	Vacation hours per <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462

17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

SECTION 15. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

ARTICLE 16: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 17: OVERTIME

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

ARTICLE 18: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 19: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked.

ARTICLE 20: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT

Whenever a full-time Public Works employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$325 per fiscal year upon

presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

SECTION 23: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

ARTICLE 24: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 25: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 26: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 27: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

ARTICLE 28: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

**RIO DELL EMPLOYEES'
ASSOCIATION**

CITY OF RIO DELL

Carla Ralston, President Date

Jim Stretch, City Manager Date

Justin Barrington, Vice President Date

Approved as to form:

Russ Gans, City Attorney

Date

Schedule A 2%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 41,037	\$ 42,268	\$ 43,536	\$ 44,842	\$ 46,187
Accountant II	\$ 45,141	\$ 46,495	\$ 47,890	\$ 49,326	\$ 50,806
Administrative Assistant	\$ 27,916	\$ 28,754	\$ 29,616	\$ 30,505	\$ 31,420
Administrative Technician	\$ 33,888	\$ 34,904	\$ 35,951	\$ 37,030	\$ 38,141
Fiscal Assistant I	\$ 27,515	\$ 28,340	\$ 29,191	\$ 30,066	\$ 30,968
Fiscal Assistant II	\$ 30,847	\$ 31,772	\$ 32,725	\$ 33,707	\$ 34,718
Office Assistant	\$ 22,843	\$ 23,528	\$ 24,234	\$ 24,961	\$ 25,710
Public Works Leadman	\$ 31,891	\$ 32,848	\$ 33,833	\$ 34,848	\$ 35,894
Senior Fiscal Assistant	\$ 35,368	\$ 36,429	\$ 37,522	\$ 38,647	\$ 39,807
Utility Worker I	\$ 25,198	\$ 25,954	\$ 26,733	\$ 27,535	\$ 28,361
Utility Worker II	\$ 27,731	\$ 28,563	\$ 29,420	\$ 30,303	\$ 31,212
Water/Wastewater Plant Operator I	\$ 30,832	\$ 31,757	\$ 32,710	\$ 33,691	\$ 34,702
Water/Wastewater Plant Operator II	\$ 33,916	\$ 34,933	\$ 35,981	\$ 37,060	\$ 38,172

Schedule B 3%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 41,439	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640
Accountant II	\$ 45,583	\$ 46,951	\$ 48,359	\$ 49,810	\$ 51,304
Administrative Assistant	\$ 28,190	\$ 29,036	\$ 29,907	\$ 30,804	\$ 31,728
Administrative Technician	\$ 34,220	\$ 35,246	\$ 36,304	\$ 37,393	\$ 38,515
Fiscal Assistant I	\$ 27,785	\$ 28,618	\$ 29,477	\$ 30,361	\$ 31,272
Fiscal Assistant II	\$ 31,149	\$ 32,084	\$ 33,046	\$ 34,037	\$ 35,059
Office Assistant	\$ 23,067	\$ 23,759	\$ 24,472	\$ 25,206	\$ 25,962
Public Works Leadman	\$ 32,204	\$ 33,170	\$ 34,165	\$ 35,190	\$ 36,246
Senior Fiscal Assistant	\$ 35,714	\$ 36,786	\$ 37,889	\$ 39,026	\$ 40,197
Utility Worker I	\$ 25,446	\$ 26,209	\$ 26,995	\$ 27,805	\$ 28,639
Utility Worker II	\$ 28,003	\$ 28,843	\$ 29,709	\$ 30,600	\$ 31,518
Water/Wastewater Plant Operator I	\$ 31,135	\$ 32,069	\$ 33,031	\$ 34,022	\$ 35,042
Water/Wastewater Plant Operator II	\$ 34,248	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547

Schedule C 2% over 2%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 41,858	\$ 43,113	\$ 44,407	\$ 45,739	\$ 47,111
Accountant II	\$ 46,043	\$ 47,425	\$ 48,848	\$ 50,313	\$ 51,822
Administrative Assistant	\$ 28,475	\$ 29,329	\$ 30,209	\$ 31,115	\$ 32,048
Administrative Technician	\$ 34,565	\$ 35,602	\$ 36,670	\$ 37,771	\$ 38,904
Fiscal Assistant I	\$ 28,065	\$ 28,907	\$ 29,774	\$ 30,668	\$ 31,588
Fiscal Assistant II	\$ 31,464	\$ 32,407	\$ 33,380	\$ 34,381	\$ 35,413
Office Assistant	\$ 23,300	\$ 23,999	\$ 24,719	\$ 25,460	\$ 26,224
Public Works Leadman	\$ 32,529	\$ 33,505	\$ 34,510	\$ 35,545	\$ 36,612
Senior Fiscal Assistant	\$ 36,075	\$ 37,157	\$ 38,272	\$ 39,420	\$ 40,603
Utility Worker I	\$ 25,702	\$ 26,474	\$ 27,268	\$ 28,086	\$ 28,928
Utility Worker II	\$ 28,286	\$ 29,135	\$ 30,009	\$ 30,909	\$ 31,836
Water/Wastewater Plant Operator I	\$ 31,449	\$ 32,392	\$ 33,364	\$ 34,365	\$ 35,396
Water/Wastewater Plant Operator II	\$ 34,594	\$ 35,632	\$ 36,701	\$ 37,802	\$ 38,936

Schedule D 2% over 3%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,268	\$ 43,536	\$ 44,842	\$ 46,187	\$ 47,573
Accountant II	\$ 46,495	\$ 47,890	\$ 49,326	\$ 50,806	\$ 52,330
Administrative Assistant	\$ 28,754	\$ 29,616	\$ 30,505	\$ 31,420	\$ 32,363
Administrative Technician	\$ 34,904	\$ 35,951	\$ 37,030	\$ 38,141	\$ 39,285
Fiscal Assistant I	\$ 28,340	\$ 29,191	\$ 30,066	\$ 30,968	\$ 31,897
Fiscal Assistant II	\$ 31,772	\$ 32,725	\$ 33,707	\$ 34,718	\$ 35,760
Office Assistant	\$ 23,528	\$ 24,234	\$ 24,961	\$ 25,710	\$ 26,481
Public Works Leadman	\$ 32,848	\$ 33,833	\$ 34,848	\$ 35,894	\$ 36,971
Senior Fiscal Assistant	\$ 36,429	\$ 37,522	\$ 38,647	\$ 39,807	\$ 41,001
Utility Worker I	\$ 25,954	\$ 26,733	\$ 27,535	\$ 28,361	\$ 29,212
Utility Worker II	\$ 28,563	\$ 29,420	\$ 30,303	\$ 31,212	\$ 32,148
Water/Wastewater Plant Operator I	\$ 31,757	\$ 32,710	\$ 33,691	\$ 34,702	\$ 35,743
Water/Wastewater Plant Operator II	\$ 34,933	\$ 35,981	\$ 37,060	\$ 38,172	\$ 39,317

Schedule E 3% over 2%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,268	\$ 43,536	\$ 44,842	\$ 46,187	\$ 47,573
Accountant II	\$ 46,495	\$ 47,890	\$ 49,326	\$ 50,806	\$ 52,330
Administrative Assistant	\$ 28,754	\$ 29,616	\$ 30,505	\$ 31,420	\$ 32,363
Administrative Technician	\$ 34,904	\$ 35,951	\$ 37,030	\$ 38,141	\$ 39,285
Fiscal Assistant I	\$ 28,340	\$ 29,191	\$ 30,066	\$ 30,968	\$ 31,897
Fiscal Assistant II	\$ 31,772	\$ 32,725	\$ 33,707	\$ 34,718	\$ 35,760
Office Assistant	\$ 23,528	\$ 24,234	\$ 24,961	\$ 25,710	\$ 26,481
Public Works Leadman	\$ 32,848	\$ 33,833	\$ 34,848	\$ 35,894	\$ 36,971
Senior Fiscal Assistant	\$ 36,429	\$ 37,522	\$ 38,647	\$ 39,807	\$ 41,001
Utility Worker I	\$ 25,954	\$ 26,733	\$ 27,535	\$ 28,361	\$ 29,212
Utility Worker II	\$ 28,563	\$ 29,420	\$ 30,303	\$ 31,212	\$ 32,148
Water/Wastewater Plant Operator I	\$ 31,757	\$ 32,710	\$ 33,691	\$ 34,702	\$ 35,743
Water/Wastewater Plant Operator II	\$ 34,933	\$ 35,981	\$ 37,060	\$ 38,172	\$ 39,317

Schedule F 3% over 3%

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$ 48,039
Accountant II	\$ 46,951	\$ 48,359	\$ 49,810	\$ 51,304	\$ 52,843
Administrative Assistant	\$ 29,036	\$ 29,907	\$ 30,804	\$ 31,728	\$ 32,680
Administrative Technician	\$ 35,246	\$ 36,304	\$ 37,393	\$ 38,515	\$ 39,670
Fiscal Assistant I	\$ 28,618	\$ 29,477	\$ 30,361	\$ 31,272	\$ 32,210
Fiscal Assistant II	\$ 32,084	\$ 33,046	\$ 34,037	\$ 35,059	\$ 36,110
Office Assistant	\$ 23,759	\$ 24,472	\$ 25,206	\$ 25,962	\$ 26,741
Public Works Leadman	\$ 33,170	\$ 34,165	\$ 35,190	\$ 36,246	\$ 37,333
Senior Fiscal Assistant	\$ 36,786	\$ 37,889	\$ 39,026	\$ 40,197	\$ 41,403
Utility Worker I	\$ 26,209	\$ 26,995	\$ 27,805	\$ 28,639	\$ 29,498
Utility Worker II	\$ 28,843	\$ 29,709	\$ 30,600	\$ 31,518	\$ 32,464
Water/Wastewater Plant Operator I	\$ 32,069	\$ 33,031	\$ 34,022	\$ 35,042	\$ 36,094
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$ 39,703

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: February 5, 2013

To: City Council

From: Kevin Caldwell, Community Development Director 

Through:  Jim Stretch, City Manager

Date: January 28, 2013

Subject: Sign Regulations

Recommendation:

That the City Council:

1. Receive staff's report regarding amending Section 17.30.260 of Rio Dell Municipal Code, the City's existing sign regulations to correct an error; and
2. Open the public hearing, receive public input and deliberate; and
3. Introduce Ordinance No. 300-2013 amending the Sign Regulations, Section 17.30.260(e) of the Rio Dell Municipal Code, to correct an error to allow appurtenant signs in all commercial zones, including the Town Center and Industrial Commercial zones. The proposed Ordinance also clarifies that the signs may be illuminated.

Background and Discussion

Staff recently discovered an error in the existing sign regulations, Section 17.30.260 of the Rio Dell Municipal Code (RDMC). The City adopted the current zoning regulations in 2004. The vast majority, including the sign regulations, of the adopted regulations were carried over from the original zoning regulations, Ordinance 59.

A property owner recently contacted the City regarding placing a sign in the Town Center zone. Upon a review of the sign regulations, staff discovered that appurtenant signs are restricted to

the Community Commercial (CC) zone. The current sign regulations are included as Attachment 1. The applicable provision is identified below:

17.30.260 Signs and nameplates.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, shall be permitted in any CC zone (emphasis added).

Staff reviewed the original sign regulations, Section 6.18, Ordinance 59 included as Attachment 2, and determined that there was an error in carrying over the previous regulations into the current regulations. Section 6.18(e) of the original sign regulations are provided below:

6.18 Signs and nameplates.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, shall be permitted in any C or M-L zone (emphasis added).

It is clear that the original sign provisions applied to all commercial zones and the Limited Industrial (M-L) zone. The 2004 amendments established the Town Center (TC) designation and replaced the Limited Industrial (M-L) zone with the Industrial Commercial (IC) zone. Accordingly, staff is recommending that Section 17.30.260(1)(e) be amended to include all commercial zones, including the Town Center and Industrial Commercial zones.

Another issue that requires an amendment is the fact that the regulations do not reference whether or not illuminated signs are allowed. However, as one can see in Attachment 2, there is a hand-written note indicating that illuminated signs are allowed. Staff believes this was the intent and that the historical application of the provision is consistent with ability to install illuminated signs. As such, staff is recommending that the regulations include a provision that appurtenant illuminated signs are allowed in commercial zones, including the Town Center zone and the Industrial Commercial zone.

Procedures for Zoning Ordinance Amendments

Pursuant to Section 17.30.010 of the City of Rio Dell Municipal Code, the following City procedures are required to amend the Ordinance:

- An amendment may be initiated by one or more owners of property affected by the proposed amendment, as set out in Section 17.30.010(3), or by action of the Planning Commission, or the City Council.
- The application of one or more property owners for the initiation of an amendment shall be filed in the office of the City Clerk on a form provided, accompanied by a filing fee.

- Subject only to the rules regarding the placing of matters on the Planning Commission agenda, the matter shall be set for a public hearing.
- Notice of hearing time and place shall be published once in a newspaper of general circulation at least ten calendar days before the hearing or by posting in at least three public places.
- At the public hearing, the Planning Commission shall hear any person affected by the proposed amendment. The hearing may be continued from time to time.
- Within 40 days of the conclusion of the hearing, the Planning Commission shall submit to the City Council a written report of recommendations and reasons therefore.
- Subject only to the rules regarding the placing of matters on its agenda, the City Council, at its next regular meeting following the receipt of such report, shall cause the matter to be set for a public hearing. Notice of the time and place of the hearing shall be given as provided in Section 17.30.010(5), hereof.
- At the public hearing, the City Council shall hear any person affected by the proposed amendment. The hearing may be continued to a specified future date, but shall be concluded within 60 days of the commencement thereof.
- The City Council shall not make any change in the proposed amendment until the proposed change has been referred to the Planning Commission for a report, and the Planning Commission report has been filed with the City Council.

Zone Amendment Required Findings:

1. The proposed amendment is in the public interest.

The amendment of the sign regulations is in the public interest in that it would correct what staff believes was an error or oversight when the current regulations were adopted in 2004. In addition, the success of a business depends in part on the location and visibility, including signage. A vibrant commercial district is in the public's interest.

2. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.

One of the primary purposes of the General Plan is to facilitate planned, orderly development and to promote economic development, the public health, safety and welfare of the community. There are a number of policies which encourage a vibrant commercial community. Appropriate and visible signage is an important factor in the success of any business. There are no specific General Plan goals, policies or discussions that are contrary to the recommended amendments. Therefore, staff believes the proposed minor amendments are consistent with the General Plan.

3. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).

The primary purpose of the California Environmental Quality Act (CEQA) is to inform the decision makers and the public of potential environmental effects of a proposed project.

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a **significant** effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendments, staff believes there is no evidence to suggest that the minor amendments to the sign regulations will have a significant effect on the environment.

Financial Impact

The City is responsible for the costs associated with the proposed amendment. The cost is insignificant and will not result in additional budget expenditures or revisions.

Attachments:

1. Existing Sign Regulations, Section 17.30.260 Rio Dell Municipal Code.
2. Previous Sign Regulations, Section 6.18 Rio Dell Municipal Code.
3. Resolution No. PC 060-2013 recommending that the City Council amend Section 17.30.260(1)(e) of the Rio Dell Municipal Code to correct an error and allow illuminated appurtenant signs in all commercial zones, including the Town Center and Industrial Commercial zones.
4. Draft Ordinance No. 300-2013 amending the sign regulations, Section 17.30.260 of the Rio Dell Municipal Code, to allow illuminated appurtenant signs in all commercial zones, including the Town Center and Industrial Commercial zones.

17.30.260 Signs and nameplates.

(1) On-Site Signs. Nameplates (which shall be limited to a statement of the name, address and occupational designation of the occupant) and signs shall be permitted in conformity with the following regulations:

(a) One nameplate, not illuminated, appurtenant to any permitted use, not exceeding two square feet shall be permitted in urban residential, suburban residential, or suburban zones, and not exceeding four square feet shall be permitted in all other zones.

(b) One sign, not illuminated, to advertise the sale of property on which it is displayed and not exceeding six square feet shall be permitted in any zone; not exceeding 15 square feet shall be permitted in any CC, NC, or TC zone.

(c) Signs, not illuminated and not exceeding 100 square feet in aggregate, to advertise the sale of lots in the subdivision in which they are displayed shall be permitted with a use permit in any zone.

(d) Signs, not illuminated, appurtenant to any permitted use, not over 75 square feet in the aggregate and divided into not more than three single or double signs shall be permitted with a use permit in any zone except urban residential, suburban residential, or suburban zones.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, shall be permitted in any CC zone.

(f) Traffic or other municipal signs, legal notices, railroad crossing signs, public telephone signs, signs placed by a public utility showing the location of underground facilities, danger and such temporary, emergency or non-advertising signs as may be approved by the City Council shall be permitted in all districts without the necessity of obtaining a use permit.

(g) No permit for any sign shall be issued and no sign shall be constructed or maintained which does not comply with all provisions of this title or which has less horizontal or vertical clearance from communications lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations duly promulgated by agencies thereof.

(2) Off-Site Signs. No sign advertising a commercial good, product or service which is located on a different lot or parcel of land from which the commercial advertiser's place of business is located shall be permitted, except with a use permit. Limited temporary off-site signs providing location and other information relating to local events and activities shall be permitted if installed with the permission of the property owner. [Ord. 252 § 6.18, 2004.]

(3) Election Campaign Signs. Temporary campaign signs relating to federal, state, county, city, school district, special district, or other governmental agency elections are permitted in all zones subject to the following regulations:

(a) Signs may be displayed up to 60 days before a scheduled election and must be removed within 10 days after the election;

- (b) Signs shall be limited to 4 square feet and 48 inches in height. No more than 4 signs shall be allowed on any one parcel;
- (c) No sign may be placed on private property without the consent of the property owner.
- (d) Signs may be freestanding or attached to existing buildings or fences. However they are not permitted on street signs, trees, shrubs, bus stops, power poles, utility cabinets or other public appurtenances;
- (e) Signs may not be placed within 15 feet of any fire hydrant, street sign or traffic signal, or interfere with, confuse, obstruct or mislead traffic;
- (f) Signs may not be placed within a public right of way, nor within 30 feet of an intersection and no closer than 3 feet from the curb. Where no curb exists, signs shall be at least 5 feet from the edge of the pavement;
- (g) Homeowners are allowed to place political signs in the windows of their property;
- (h) Signs may not be illuminated, including motion and/or flashing lights, but may be placed where existing lighting may permit them to be seen at night. [Ord. 289 17.30.260, 2012.]

Sec. 6.17 REMOVAL OF NATURAL MATERIALS.

Surface removal of minerals and natural materials, including building and construction materials to be used for commercial purposes, shall be allowed in any zone with a use permit. A use permit shall not be required for on-site excavation and removal of materials for normal construction of buildings, structures or underground facilities or where such removal is primarily for building site grading and land leveling.

Sec. 6.18 SIGNS AND NAMEPLATES.

Nameplates (which shall be limited to a statement of the name, address and occupational designation of the occupant) and signs shall be permitted in conformity with the following regulations:

A. One nameplate, not illuminated, appurtenant to any permitted use, not exceeding 2 square feet shall be permitted in R-S, R-1 and R-2 zones, and not exceeding 4 square feet shall be permitted in all other zones.

B. One sign, not illuminated, to advertise the sale of property on which it is displayed and not exceeding 6 square feet shall be permitted in any zone; not exceeding 15 sq. feet shall be permitted in any C Zone; not exceeding 20 sq. feet shall be permitted in any F Zone.

C. Signs, not illuminated and not exceeding 100 square feet in aggregate, to advertise the sale of lots in the subdivision in which it is displayed shall be permitted with a use permit in any zone.

X D. Signs, not illuminated, appurtenant to any permitted use, not over 75 square feet in the aggregate and divided into not more than 3 single or double-faced signs shall be permitted with a use permit in any zone except R-S, R-1 and R-2 Zones.

Can be
Illuminated

X E. Signs, appurtenant to any permitted use and not to exceed 3 square feet per front foot of the site on which it is displayed, provided that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than 6 single or double-faced signs, shall be permitted in any C or M-L Zone.

F. Signs, whether appurtenant to permitted use or not, and not limited as to size or number, shall be permitted in M-H Zones, and with a use permit in C-2 Zones.

G. Traffic or other municipal signs, legal notices, railroad crossing signs, public telephone signs, signs placed by a public utility showing the location of underground facilities, danger and such temporary, emergency or non-advertising signs as may be approved by the City Council shall be permitted in all districts without the necessity of obtaining a use permit.

H. No permit for any sign shall be issued and no sign shall be constructed or maintained which does not comply with all provisions of this ordinance or which has less horizontal or vertical clearance from communications lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations duly promulgated by agencies thereof.

Sec. 6.19 SWIMMING POOLS.

Any pool, pond, lake or open tank, not completely enclosed within a building, which is normally capable of containing water to a depth greater than 18 inches at any point and in which swimming or bathing is permitted to the occupants of the premises on which it is located, or their guests, and which shall not be used for commercial purposes, shall be permitted, with a use permit in any zone and shall be subject to the following regulations:

A. Such pool shall be located on the rear one-half of the lot and in any case not less than 50 feet from the front lot line. Side and rear yards shall be as required for accessory buildings, but in no case within 5 feet of any lot line. Filter and heating systems shall not be located within 10 feet of any lot line.

B. Ground coverage by a swimming pool shall not exceed 40% of the rear yard required of the lot on which it stands. Ground coverage by a swimming pool shall not be included in computing maximum ground coverage allotted to buildings on the lot.

C. Such pool or the property on which it is located shall be completely enclosed by a wall or fence not less than 4½ feet in height, containing no openings greater than 4 inches except for self-closing and self-latching gates on which the latch is at least 4 feet above ground level, in order that full control of access by children may be maintained.

Sec. 6.20 TRACT OFFICES.

Temporary tract offices located on the premises of the subdivision shall be allowed, with a use permit, in conjunction with the sale of lots in a subdivision.

Sec. 6.21 YARDS.

The minimum yard requirements set out in Articles 4 and 5 shall be subject to the regulations of this Section.

A. Cornices, eaves, canopies, bay windows, chimneys and similar architectural features may extend a maximum of 2½ feet into such yards. Uncovered porches or stairways, fire escapes or landings may extend a maximum of 6 feet into front yards and 3 feet into side yards.

RESOLUTION NO. PC 060 - 2013

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIO DELL
RECOMMENDING AMENDING THE SIGN REGULATIONS,
SECTION 17.30.260 OF THE RIO DELL MUNICIPAL CODE:**

WHEREAS staff recently discovered an error in the existing sign regulations, Section 17.30.260 of the Rio Dell Municipal Code (RDMC); and

WHEREAS the City adopted the current zoning regulations in 2004 and the vast majority, including the sign regulations, of the adopted regulations were carried over from the original zoning regulations, Ordinance 59; and

WHEREAS staff discovered that appurtenant signs are restricted to the Community Commercial (CC) zone; and

WHEREAS the original sign provisions, Section 6.18 of the Rio Dell Municipal Code (RDMC) applied to all commercial zones and the Limited Industrial (M-L) zone; and

WHEREAS the 2004 amendments established the Town Center (TC) designation and replaced the Limited Industrial (M-L) zone with the Industrial Commercial (IC) zone; and

WHEREAS staff is recommending that Section 17.30.260(1)(e) be amended to include all commercial zones, including the Town Center and Industrial Commercial zones; and

WHEREAS the current regulations do not reference whether or not appurtenant illuminated signs are allowed; and

WHEREAS staff is recommending that the regulations include a provision that appurtenant illuminated signs are allowed in commercial zones, including the Town Center zone and the Industrial Commercial zone; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Section 17.30.010 of the City of Rio Dell Municipal Code; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed amendment is deemed to be in the public interest; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment has been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and

WHEREAS the City has determined that the establishment of sign regulation regarding the placement of political and election signs is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Rio Dell recommends that the City Council:

1. Finds that the proposed amendments are in the public interest and consistent with an overall comprehensive view of the General Plan; and
2. Finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendments have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and
3. Finds that based on the nature of the project, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment.
4. Adopt Ordinance No. 300-2013 amending Section 17.30.260(1)(e) of the Rio Dell Municipal Code to allow appurtenant illuminated signs in commercial zones, including the Town Center zone and the Industrial Commercial zone.

PASSED AND ADOPTED by the Planning Commission of the City of Rio Dell at their meeting of January 23, 2013 by the following vote:

I HEREBY CERTIFY that the forgoing Resolution was duly noticed, introduced and approved at a regular meeting of the Planning Commission of the City of Rio Dell on January 23, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair

ATTEST:

Karen Dunham, City Clerk

ORDINANCE NO. 300-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING SIGN REGULATIONS,
SECTION 17.30.260 OF THE RIO DELL MUNICIPAL CODE:**

THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:

WHEREAS staff recently discovered an error in the existing sign regulations, Section 17.30.260 of the Rio Dell Municipal Code (RDMC); and

WHEREAS the City adopted the current zoning regulations in 2004 and the vast majority, including the sign regulations, of the adopted regulations were carried over from the original zoning regulations, Ordinance 59; and

WHEREAS staff discovered that appurtenant signs are restricted to the Community Commercial (CC) zone; and

WHEREAS the original sign provisions, Section 6.18 of the Rio Dell Municipal Code (RDMC) applied to all commercial zones and the Limited Industrial (M-L) zone; and

WHEREAS the 2004 amendments established the Town Center (TC) designation and replaced the Limited Industrial (M-L) zone with the Industrial Commercial (IC) zone; and

WHEREAS staff is recommending that Section 17.30.260(1)(e) be amended to include all commercial zones, including the Town Center and Industrial Commercial zones; and

WHEREAS the current regulations do not reference whether or not appurtenant illuminated signs are allowed; and

WHEREAS staff is recommending that the regulations include a provision that appurtenant illuminated signs are allowed in commercial zones, including the Town Center zone and the Industrial Commercial zone; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Section 17.30.010 of the City of Rio Dell Municipal Code; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed amendment is deemed to be in the public interest; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment has been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and

WHEREAS the City has determined that the establishment of sign regulation regarding the placement of political and election signs is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell:

1. Finds that the proposed amendments are in the public interest and consistent with an overall comprehensive view of the General Plan; and
2. Finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendments have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and
3. Finds that based on the nature of the project, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment.
4. Adopt Ordinance No. 300-2013 amending Section 17.30.260(1)(e) of the Rio Dell Municipal Code to allow appurtenant illuminated signs in commercial zones, including the Town Center zone and the Industrial Commercial zone.

NOW, BE IT FURTHER RESOLVED, that the City Council of the City of Rio Dell does hereby ordain as follows:

Section 1. Blue, underlined text is the new regulations.

17.30.260 Signs and nameplates.

(1) On-Site Signs. Nameplates (which shall be limited to a statement of the name, address and occupational designation of the occupant) and signs shall be permitted in conformity with the following regulations:

(a) One nameplate, not illuminated, appurtenant to any permitted use, not exceeding two square feet shall be permitted in urban residential, suburban residential, or suburban zones, and not exceeding four square feet shall be permitted in all other zones.

(b) One sign, not illuminated, to advertise the sale of property on which it is displayed and not exceeding six square feet shall be permitted in any zone; not exceeding 15 square feet shall be permitted in any CC, NC, or TC zone.

(c) Signs, not illuminated and not exceeding 100 square feet in aggregate, to advertise the sale of lots in the subdivision in which they are displayed shall be permitted with a use permit in any zone.

(d) Signs, not illuminated, appurtenant to any permitted use, not over 75 square feet in the aggregate and divided into not more than three single or double signs shall be permitted with a use permit in any zone except urban residential, suburban residential, or suburban zones.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, illuminated or not shall be permitted in any ~~CC-zone~~ commercial zone, including the Town Center zone and the Industrial Commercial zone.

(f) Traffic or other municipal signs, legal notices, railroad crossing signs, public telephone signs, signs placed by a public utility showing the location of underground facilities, danger and such temporary, emergency or non-advertising signs as may be approved by the City Council shall be permitted in all districts without the necessity of obtaining a use permit.

(g) No permit for any sign shall be issued and no sign shall be constructed or maintained which does not comply with all provisions of this title or which has less horizontal or vertical clearance from communications lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations duly promulgated by agencies thereof.

(2) Off-Site Signs. No sign advertising a commercial good, product or service which is located on a different lot or parcel of land from which the commercial advertiser's place of business is located shall be permitted, except with a use permit. Limited temporary off-site signs providing location and other information relating to local events and activities shall be permitted if installed with the permission of the property owner. [Ord. 252 § 6.18, 2004.]

(3) Election Campaign Signs. Temporary campaign signs relating to federal, state, county, city, school district, special district, or other governmental agency elections are permitted in all zones subject to the following regulations:

(a) Signs may be displayed up to 60 days before a scheduled election and must be removed within 10 days after the election;

(b) Signs shall be limited to 4 square feet and 48 inches in height. No more than 4 signs shall be allowed on any one parcel;

(c) No sign may be placed on private property without the consent of the property owner.

(d) Signs may be freestanding or attached to existing buildings or fences. However they are not permitted on street signs, trees, shrubs, bus stops, power poles, utility cabinets or other public appurtenances;

(e) Signs may not be placed within 15 feet of any fire hydrant, street sign or traffic signal, or interfere with, confuse, obstruct or mislead traffic;

(f) Signs may not be placed within a public right of way, nor within 30 feet of an intersection and no closer than 3 feet from the curb. Where no curb exists, signs shall be at least 5 feet from the edge of the pavement;

(g) Homeowners are allowed to place political signs in the windows of their property;

(h) Signs may not be illuminated, including motion and/or flashing lights, but may be placed where existing lighting may permit them to be seen at night. [Ord. 289 17.30.260, 2012.]

Section 2. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 3. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 4. Effective Date

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on February 5, 2013 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 19th day of February 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jack Thompson, Mayor

ATTEST:

Karen Dunham, City Clerk

CITY OF RIO DELLA CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0001031	12/05/2012	[0576] 101 AUTO PARTS	FUEL FILTER WIPER BLADES FOR PD#8 QT 10W30 FOR PD	107.87
0001113	12/20/2012	[4473] ANALYTICAL TECHNOLOGY, INC	GAS PHASE SULFITE SENSOR CHEM MODULE SAMPLE PUMP ASSEMBLY	885.41
0001048	12/12/2012	[2247] ANTHEM BLUE CROSS	HEALTH INSURANCE FOR JANUARY 2013	12,470.00
0001064	12/12/2012	[3975] AT&T - 5709	PHONE EXPENSES FOR NOVEMBER 2012	661.57
0001084	12/20/2012	[2237] BANK OF AMERICA BUSINESS CARD	REVERSAL OF FEE YAHOO MAIL - WILL RECEIVE CREDIT BACK AMAZON - TWO SAN DISK MEMORY CARD GO TO MY PC	977.54
0001085	12/20/2012	[2240] BAY WEST SUPPLY, INC.	MARRIOTT HOTEL- FOR POST MEETING CHIEF	
0001076	12/12/2012	[5114] BEST BEST & KRIEGER LLP	CALIFORNIA SOCIETY OF MUNIP. DUES	205.84
0001030	12/05/2012	[5289] PAUL NICHOLAS BOYAN	SUPPLIES FOR RESTROOMS	720.00
0001115	12/20/2012	[4892] KEVIN CALDWELL	LEGAL SERVICES THROUGH NOVEMBER 2012 WOLFF SETTLEMENT	15,000.00
0001042	12/05/2012	[3355] CALIFORNIA DEPT. OF PUBLIC HEALTH	REIMBURSEMENT FOR PURCHASES REIMBURSEMENT FOR TRAVEL TO WORKSHOPS SAFE DRINKING WATER STATE REVOLVING FUND PAYM	1,143.32
0001032	12/05/2012	[2285] CC MARKET (1)		68,000.00
0001047	12/12/2012	[2103] JOHN R. CHICORA, JR.	BLEACH FOR SEWER CLEAN UP	8.01
0001083	12/20/2012	[2103] JOHN R. CHICORA, JR.	PER DIEM FOR THERMA FLITE FACTORY TRAVEL REFUND FOR TRAVEL EXPENSE	65.00
0001049	12/12/2012	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR DECEMBER	20.01
0001086	12/20/2012	[2301] MARK A. CLEMENTI, PH.D.	PRE EMPLOYMENT EXAM-GAVRYUSH	1,542.00
0001050	12/12/2012	[2303] COAST CENTRAL CREDIT UNION	PD DUES FOR PPE 11/30/2012	625.00
0001087	12/20/2012	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 12/15/2012	120.00
0001077	12/12/2012	[5127] DELTA DENTAL	DENTAL INSURANCE FOR JANUARY 2013	120.00
0001110	12/20/2012	[4382] DOCUSTATION	COPY EXPENSE FOR NOVEMBER 2012	1,715.11
0001088	12/20/2012	[2356] DOWNEY BRAND LLP	SERVICES THROUGH NOVEMBER 30, 2012	535.45
0001027	12/03/2012	[2366] EEL RIVER DISPOSAL	GARBAGE BAGS FOR NOVEMBER 2012	150.00
0001089	12/20/2012	[2366] EEL RIVER DISPOSAL	DEBRIS REMOVAL RENTAL OF STORAGE CONTAINER FOR CITY HALL PRO	654.90
0001051	12/12/2012	[2383] EUREKA OXYGEN CO.		228.33
0001033	12/05/2012	[2386] EUREKA RUBBER STAMP CO.	CYLINDER RENTAL	15.80
0001043	12/05/2012	[3782] EUREKA-HUMBOLDT FIRE EXTINGUISHER CO., INC	2 NAME PLATES 48 BOTTLE RENTALS	25.95 396.40
0001063	12/12/2012	[3385] EVANS MECHANICAL	REPAIR ON HEATER THERMOSTATS	89.00
0001034	12/05/2012	[2393] FASTENAL COMPANY	SHOP STOCK FOR INFRASTRUCTURE MISC. PARTS & F	82.22

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0001035	12/05/2012	[2405] FORTUNA ACE HARDWARE	ALL PURPOSE CLEANER, SPONGE SCRUB, BRUSH CARW	156.68
0001052	12/12/2012	[2405] FORTUNA ACE HARDWARE	REPLACEMNT SAMPLE PUMP	23.55
0001090	12/20/2012	[2405] FORTUNA ACE HARDWARE	CINNAMON SCENT PINE CONE, POINSETTIA FLOURESENT BULBS	166.18
0001036	12/05/2012	[2408] FORTUNA GLASS & PAINT INC	ICICLE SET POND PUMP	366.92
0001091	12/20/2012	[2408] FORTUNA GLASS & PAINT INC	PAINT FOR PD	76.72
0001080	12/12/2012	[5241] GE CAPITAL	PAINT AND SUPPLIES FOR CITY HALL PROJECT	474.39
0001073	12/12/2012	[5052] GHD	XEROX COPIER RENTAL PAYMENT-DECEMBER 2012 DOWNTOWN IMPROVEMENT AND STREETSCAPE FOR OCTO	1,495.75
0001092	12/20/2012	[2437] HACH	DOWNTOWN IMPROVEMENT AND STREETSCAPE FOR NOVE	173.90
0001094	12/20/2012	[2501] HAJOCA CORPORATION	REAGENT SET CHLORINE FREE	424.46
0001082	12/20/2012	[1303] KEVIN HARRALSON	ROMAC SS CLAMP	585.00
0001065	12/12/2012	[4035] HSBC BUSINESS SOLUTIONS	PER DIEM FOR TRAINING IN JANUARY	29.30
0001108	12/20/2012	[4035] HSBC BUSINESS SOLUTIONS	LIQ CREAMER, STORAGE BOXES	315.32
0001053	12/12/2012	[2474] HUMMEL TIRE & WHEEL, INC	STORAGE RAC KS FOR PD MANAGER'S CHAIR FOR FD	490.69
0001054	12/12/2012	[2481] ICMA	TIRES FOR 02 FORD INTERCEPTOR	4,710.59
0001093	12/20/2012	[2481] ICMA	RETIREMENT FOR PPE 11/30/2012	4,925.03
0001072	12/12/2012	[4912] JONES & MAYER	RETIREMENT FOR PPE 12/15/2012	120.83
0001040	12/05/2012	[2981] JULIEN CONSTRUCTION	LEGAL RESEARCH	5,443.36
0001028	12/03/2012	[2502] KEMP INSPECTION SERVICE	REPAIRS TO THE POLICE DEPARTMENT BUILDING	2,142.28
0001070	12/12/2012	[4903] MARIA KNAPEK	INSPECTION SERVICES FOR NOVEMBER 2012	74.00
0001055	12/12/2012	[2513] LACO ASSOCIATES CONSULTING ENGINEERS	REIMBURSEMENT FOR LIVE SCAN FOR NOTARY	1,435.90
0001095	12/20/2012	[2513] LACO ASSOCIATES CONSULTING ENGINEERS	SERVICES FOR NOVEMBER 2012	8,930.80
0001074	12/12/2012	[5076] MARY MACHI	SERVICES FOR AUG TO SEPT-JUST RECEIVED BILL	
0001071	12/12/2012	[4908] MITCHELL BRISSEO DELANEY & VRIEZE	SERVICES FOR SEPTEMBER- JUST RECEIVED BILL	
0001056	12/12/2012	[2563] NEW LIFE SERVICE	SERVICES FOR SEPTEMBER JUST RECEIVED INVOICE	7.55
0001058	12/12/2012	[2570] NILSEN COMPANY	SERVICES FOR NOVEMBER JUST RECEIVED BILL	898.30
0001037	12/05/2012	[2410] NORTH COAST CLEANING SERVICES, INC.	REFUND OF CUSTOMER DEPOSIT	
0001057	12/12/2012	[2569] NORTH COAST LABORATORIES, INC.	CREDIT INVOICE	
0001096	12/20/2012	[5101] NORTH VALLEY LABOR COMPLIANCE SERVICES	PROFESSIONAL SERVICES FOR NOVEMBER	2,549.28
0001075	12/12/2012	[2577] NTU TECHNOLOGIES, INC.	ASBESTOS ABATEMENT	1.39
			LATE CHARGE FOR INVOICE #1185350	471.00
			SERVICES FOR NOVEMBER 2012	50.00
			COLIFORM QUANTI-TRAY	130.00
			BIOCHEMICAL OXYGEN DEMAND	2,125.00
			LABORCOMPLIANCE SERVICE FOR NOVEMBER 2012	
			960 TOTES	7,011.00

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0001067	12/12/2012	[4393] NYLEX.NET	MOVE SERVER FOR FLOORING INSTALL	240.00
0001111	12/20/2012	[4393] NYLEX.NET	CHECK NEW PW WORKS BUILDING WIRING PLAN- JUST	45.00
0001114	12/20/2012	[4629] OLKIN & JONES, DRS	PREEMPLOYMENT MEDICAL-SMITH	118.00
0001098	12/20/2012	[2603] PG&E	UTILITY EXPENSE FOR NOVEMBER 2012	10,591.90
0001059	12/12/2012	[2616] PIERSON BUILDING CENTER	CITY HALL LIGHTS	156.49
0001099	12/20/2012	[2616] PIERSON BUILDING CENTER	STEPLADDER, WORK CENTER, TOOL BOX HAMMER, SCREWDRIVERS, WRENCHES	248.79
0001100	12/20/2012	[2619] PITNEY BOWES, INC. (QTR Pymnt)	NICKEL WALL DOORSTEP	158.07
0001109	12/20/2012	[4338] QUILL CORPORATION	QUARTERLY PAYMENT	166.11
0001079	12/12/2012	[5222] R.J. RICCIARDI, INC	Originally paid 10/13/12 ck 880-Quill never r	355.00
0001041	12/05/2012	[3029] REDWOOD COFFEE SERVICE	ACCOUNTING SERVICES THROUGH 11/30/12	61.00
0001101	12/20/2012	[2664] ROGERS MACHINERY INC	COFFEE SERVICES	272.16
0001106	12/20/2012	[3685] RURAL COMMUNITY ASSISTANCE CORPORATION	FLOAT SWITCHES FOR PUMP INTEREST ONLY PAYMENT FOR DECEMBER 2012 CRD-0	3,869.39
0001061	12/12/2012	[2742] SCOTIA TRUE VALUE HARDWARE	FINANCE CHARGE	80.47
0001104	12/20/2012	[2742] SCOTIA TRUE VALUE HARDWARE	TAPE, FOAM SEALANT GIANT DESTROYER GLOBE BULB NAILS PADLOCK SURGE PROTETOR FOR FINANCE OFFICE FLAT HEAD SCREWS RCH SPOTLIGHT TAPE FOR CITY HALL PROJECT 4 PK D BATTERIES FURNITURE POLISH, CLEANING SUPPLIES FOR CITY FUEL EXPENSES FOR DEC PD FUEL EXPENSES FOR DEC PW FUEL EXPENSES FOR NOV PD FUEL EXPENSES FOR NOV PW SERVICES FOR NOVEMBER WATER RIGHTS FEES, ID#A023197 DETERMINATION WATER RIGHTS FEES, ID#A031164 DETERMINATION WATER RIGHTS FEES, ID#A023196 DETERMINATION MOVED LINES FOR CARPET INSTALL; SURVEY PA SYS RELOCATED 25 PAIR VOICE CABLE, DATA CABLE, CA BACKGROUND INVESTIGATION REPORT RE: BRETT RHO REIMBURSEMENT FOR MEDICARE COSTS PER CONTRACT INSTALL IGNITION OVER RIDE SWITCH ON VEHICLE	321.10
0001102	12/20/2012	[2694] SHELL OIL CO.		2,409.32
0001044	12/05/2012	[4525] SHERLOCK RECORDS MGMT		67.60
0001038	12/05/2012	[2724] STATE WATER RESOURCES CONTROL BOARD		526.76
0001060	12/12/2012	[2715] STEWART TELECOMMUNICATION		2,407.33
0001066	12/12/2012	[4152] STOKES & ASSOCIATES, DBA		125.00
0001068	12/12/2012	[4662] JAMES R STRETCH		2,117.71
0001107	12/20/2012	[3883] SUPERIOR INSTALLS		362.69

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Check	Date	Vendor	Description	Check / Payment
0001046	12/05/2012	[5159] TECHNICHEM, INC	SLUDGEBUGS	2,850.91
0001112	12/20/2012	[4450] TERMINIX	SERVICE AT 675 WILDWOOD	89.00
			SERVICE AT 475 HILLTOP	
0001081	12/20/2012	[1134] JACK THOMPSON	MILEAGE REIMBURSEMENT	169.83
0001069	12/12/2012	[4818] THREE G's HAY & GRAIN	SALES TAX FOR INVOICE #50968.941	123.96
0001103	12/20/2012	[2717] TIMES-STANDARD-CIRCULATION	RENEWAL FOR 2013	170.23
0001029	12/03/2012	[2757] US POSTMASTER	NOVEMBER 2012	338.68
0001039	12/05/2012	[2750] USA BLUEBOOK	SULFURIC ACID	160.97
0001116	12/20/2012	[5297] VERSATILE INFORMATION PRODUCTS, INC.	DIGITAL AUTO RECORDER PACKAGES (5), LITE	4,273.33
			MANA	
0001078	12/12/2012	[5166] VSP-VISION SERVICE PLAN	VISION FOR DECEMBER 2012	316.45
0001045	12/05/2012	[5108] WAHLUND CONSTRUCTION INC.	PAY REQUEST #9 PER CONTRACT	854,617.26
0001062	12/12/2012	[2787] WYCKOFF'S	2 HOT WATER HEATERS FOR CITY HALL	639.21
0001105	12/20/2012	[2792] ZUMAR INDUSTRIES, INC.	STREETNAME SIGNS	122.00
Total Checks/Deposits				1,040,941.62